



MEETING OF THE BOARD OF COUNTY COMMISSIONERS
BOULDER COUNTY
AGENDA

Thursday, March 27, 2025, 9:00 a.m.

Third Floor Hearing Room

County Court House

1325 Pearl Street, Boulder

This agenda is subject to change. Please call ahead to confirm an item of interest (303-441-3500).

In-person meetings are held in the Third Floor Hearing Room, County Courthouse, 1325 Pearl Street, Boulder. Public comments are taken at meetings designated as Public Hearings. Meetings and hearings on this agenda are open to the public.

Boulder County wants to ensure that everyone has equal access to our programs, activities, and services. To request an Americans with Disability Act (ADA) accommodation, please email ADA@bouldercounty.gov, or call 303-441-1386. Submit your request as early as possible, and no later than two business days before the event.

To view a two-week forecast agenda of the commissioners' schedule, visit the Commissioners' [Advance Agenda](#).

All Commissioners' public hearings and meetings will be offered in a hybrid format where attendees can join through Zoom or in-person at the Boulder County Courthouse, 3rd Floor, 1325 Pearl Street, Boulder. The commissioners retain the right to switch all hearings and meetings to in-person only instead of hybrid if technical difficulties arise. To sign up for in-person public comment, please use the link in this agenda for each respective hearing. There will also be a kiosk located in the lobby of the 3rd Floor to sign up for in-person public comment. For questions regarding in-person hearings call 303-441-3500.

Pages

1. Call to Order
2. 9:00 a.m. Business Meeting
 - [Virtual Attendee Link for March 27 Morning Session](#)
 - Call-in information: 1-833-568-8864, Webinar ID: 161 476 8394
 - Registration Required
 - [In-Person Comment Registration for March 27 Morning Session](#)

3. **Commissioners' Consent Items**

- 3.a **Human Services - 2025-26 Colorado Department of Early Childhood Colorado Child Care Assistance Program MOU** 8
- Request for approval of Amendment No. 2 to the existing MOU between the Boulder County Department of Housing & Human Services and the Colorado Department of Early Childhood. This amendment extends the MOU term by one year through June 30, 2026, and removes the requirement for annual reaffirmation. The MOU will now automatically renew annually unless terminated by either party with 90 days' notice prior to July 1.
- **Staff Contact(s): Susan Caskey, Human Services**
- 3.b **Office of the County Administrator - Hazard Mitigation Grant (\$92,508) application from Colorado Division of Homeland Security and Emergency Management** 18
- The Office of the County Administrator seeks to apply for a \$92,508 grant from the Colorado Division of Homeland Security and Emergency Management to support the required update of the county's Hazard Mitigation Plan, which expires in 2027. The grant includes a state cash match of \$15,981 and a county in-kind match of \$15,419 through staff labor. The Disaster Mitigation Act requires states and communities to maintain Hazard Mitigation Plans to identify risks and reduce disaster impacts. Updating the plan ensures continued compliance with federal and state requirements and eligibility for mitigation funding. Office of the County Administrator will hire a consulting firm to facilitate the update by conducting data collection, coordinating stakeholder engagement, and managing the planning process.
- **Staff Contact(s): Atilana Retana, Office of the County Administrator**
- 3.c **Parks & Open Space - Contract Amendment Number 1 for WSP USA Inc (\$0)** 42
- Amendment number 1 for change in work scope, reallocation of funding and time extension for RFP #4080-24: Boulder County Cardinal Mill Water Treatment System Design and Installation Project. Commissioners already approved Bid Waiver for amendment number 1 on February 18, 2025.
- **Staff Contact(s): Sharla Benjamin, Parks & Open Space**
- 3.d **Parks & Open Space - Girls Scouts 2-Dave Miller Ditch Easement** 46
- Boulder County proposes to grant a 20-foot-wide non-exclusive utility easement to the Dave Miller Ditch Company ("Ditch Company") in exchange for the relinquishment of the prescriptive easement for an existing open ditch the Ditch Company has held since the late-1800s. The new easement allows for a newly installed underground pipeline to convey irrigation water under county open space to the ditch shareholder's properties in a manner that creates more efficient, flood-resilient irrigation water delivery with much less surface disturbance to county open space. Staff supports this request. This document needs to be signed to complete the transaction: 1) Girls Scouts 2-Dave Miller

Ditch Easement.

- **Staff Contact(s):** Tina Burghardt, Parks & Open Space

3.e Parks & Open Space - Twin Pines Conservation Easement (CE) Donation 64

On December 28, 2023, Doug and Vicki Sigg donated a conservation easement to the county over 80 acres located at 6603 and 6500 Rabbit Mountain Road, following approval by the Board of County Commissioners on November 14, 2023. Form 8283 is needed for the landowner to be able to claim the donation as a charitable contribution.

- **Staff contact(s):** Melissa Arnold, Parks & Open Space

3.f Parks & Open Space - Windy Ridge Conservation Easement Donation 65

Rick and Breida Geesaman propose donating a conservation easement over their approximately 137-acre property located just under a mile west of Gold Hill. The property is comprised of two vacant parcels having addresses of 0 and 10601 Gold Hill Road. The conservation easement will merge these two parcels together, restrict development to one residence and accessory structures within a two-acre building envelope and protect the property's open space values. Staff recommends approval.

- **Staff contact(s):** Melissa Arnold, Parks & Open Space

3.g Public Works - Contract for Alternative Sentencing Facility Furniture Purchase and Installation (\$648,657.43) 70

Public Works Building Services requests to contract with Workplace Resource for the fabrication, delivery and delivery coordination, and installation and post installation support for the Alternative Sentencing Facility.

- **Staff Contact(s):**
 - Beth Perry, Public Works
 - Laura Konersman, Public Works

3.h Public Works - Fleet Zero-Emissions Resource Opportunity (\$148,000 with County Match \$14,800) 81

Public Works would like to accept a grant award from the State of Colorado for the Fleet Zero-Emissions Resource Opportunity Grant to install DC Fast Chargers at the following locations: 1) 5600 Flatiron Pkwy, Boulder, Colorado 80301 - The lesser of \$74,000 or up to 90% of eligible project costs for two (2) 100 kW+ DCFC fleet charging ports; 2) 5201 St. Vrain Rd, Longmont, Colorado 80503 - The lesser of \$74,000 or up to 90% of eligible project costs for two (2) 100 kW+ DCFC fleet charging ports Grant award of \$148,000 with a County match of \$14,800.

- **Staff Contact(s):**
 - Denise L Grimm, Public Works
 - Laura Konersman, Public Works

- 3.i **Public Works - Mountain Rescue Building Contract Amendment with Oz Architecture (\$1,478,784)** 104
- Building Services would like to amend the contract with Oz Architecture for the design services of the Mountain Rescue Building to add an East Wall Precast Revision with an increase to the amount of the contract by \$20,720 for a total of \$1,478,874.
- **Staff Contact(s):**
 - David McLeod, Public Works
 - Laura Konersman, Public Works
 - Seth Jacobs, Public Works
- 3.j **Sheriff's Office - Colorado Department of Public Safety 2026 Victims of Crime Act (VOCA) Grant Application** 108
- Each year the Boulder County Sheriff's Office (BCSO) applies for the Victims of Crime Act grant through the Colorado Department of Public Safety, Division of Criminal Justice. This grant funds services provided to victims in Boulder County. These services may include trauma-informed crisis intervention, information and education on victim rights, community resources, training for BCSO advocates, and funding of advocate positions. BCSO has requested funds in the amount of \$158,463 for the 2026 grant term.
- **Staff Contact(s):** Pam Thompson, Sheriff's Office
- 3.k **Sheriff's Office - Boulder County Hazard Mitigation Update Report 2024** 134
- Boulder County Office of Disaster Management is requesting adoption of the Boulder County Hazard Mitigation Update Report for 2024 which allows credit under the Community Rating System. The 2022 goals and objectives identified by HMPC are listed below and are updated in the 2024 Mitigation Report: Goal 1: Reduce the Loss of Life and Personal Injuries from Hazard Events; Goal 2: Reduce Impacts of Hazard Events on Property, Critical Facilities/Infrastructure, and the Environment; Goal 3: Strengthen Intergovernmental Coordination, Communication, and Capabilities Regarding Mitigating Hazard Impacts; Goal 4: Improve Public Awareness and Preparedness Regarding Hazard Vulnerability and Mitigation; Goal 5: Address Hazard Identification in the Context of Climate Change.
- **Staff Contact(s):** Pam Thompson, Sheriff's Office
- 3.l **Sheriff's Office - Colorado Department of Law 2025-2026 Peace Officers Standards and Training (POST) Grant Application** 145
- Each year Boulder County Sheriff's Office (BCSO) applies for the Peace Officers Standards and Training grant through the Colorado Department of Law. This grant provides funding for the required law enforcement training in crisis intervention, field training, firearms, peer support, and driving. BCSO has

requested funds in the amount of \$174,479 for the 2025-2026 grant term.

- **Staff Contact(s):** Pam Thompson, Sheriff's Office

3.m Sheriff's Office - Colorado Division of Criminal Justice 2025-2026 Edward Byrne Justice Assistance Grant (JAG) Application 175

Boulder County Sheriff's Office (BCSO) will be submitting its application for the Justice Assistance grant through the Colorado Division of Criminal Justice. This grant will help fund the abuse prevention education program provided by Blue Sky Bridge. Blue Sky Bridge, the only child advocacy center serving Boulder County, conducts forensic interviews for reported child abuse cases and handles urgent crisis calls. They provide school-based abuse prevention education programs and adult prevention education training and workshops. BCSO has requested funds in the amount of \$68,182 for the 2025-2026 grant term.

- **Staff Contact(s):** Pam Thompson, Sheriff's Office

3.n Commissioners' Office - Ratification of the Lyons Library District Selection Committee's of their nomination of Cathy Christensen to the Lyons Library District Board of Trustees. 192

- **Staff Contact(s):** Robin Valdez, Commissioners' Office

4. Commissioners' Discussion Items

4.a Commissioners' Office - Appointment to the Adult Protection Review Team 193

- **Action Requested:** Decision
- **Presenter(s):** Robin Valdez, Commissioner's Office (In Person)

4.b County Attorney's Office - Legal Representation Agreement for Michelle Sudano 194

Plaintiff Pierce Spinelli filed a lawsuit titled Spinelli v. Byars, City of Boulder, and Deputy District Attorney Michelle Sudano, Number 25-CV-00798-KAS. The Complaint names former 20th Judicial District deputy district attorney Michelle Sudano as a defendant. At the time of the events at issue, Ms. Sudano was a public employee of the County acting within the scope and course of her employment. The County Attorney's Office is requesting approval and signature from the Board to provide legal representation for Ms. Sudano in this matter.

- **Action Requested:** Decision
- **Presenter(s):** Colin Mayberry, County Attorney's Office (In Person)

4.c Human Resources - Amendment to the Medical Leave Policy 198

Amend a portion of the Medical Leave Policy to the Policy and Procedure Manual.

**SECTION 6 EMPLOYMENT - BENEFITS
NUMBER 6.38 Leaves**

1. Additional Requirements
 - ~~b. A request to use medical leave may be made to the employee's supervisor orally, in writing, or electronically. When possible, the employee should provide advance notice when the necessity for the leave is foreseeable, and they should make a reasonable effort to schedule use of leave in a manner that does not unduly disrupt business operations. When possible, the employee shall include the expected duration of the absence.~~
 - b. Employees should notify their supervisor a minimum of one hour before their start time that they need to use medical leave. The employee's supervisor is responsible for arranging any necessary coverage for the employee's absence.
 - **Action Requested:** Decision
 - **Presenter(s):** Ryan Ankrum, Human Resources (Virtual)

4.d **Community Planning & Permitting - Letter of Support for the Town of Superior's Fiscal Year 2026 Congressionally Directed Spending Request for the McCaslin Boulevard Multi-Use Trail**

199

The Town of Superior has requested a letter of support for their FY26 Congressionally Directed Spending (CDS) request to construct a portion of the McCaslin Multi-Use Trail. The town is not requesting any local match funds.

- **Action requested:** Decision
- **Presenter(s):** Kelly Leadbetter, Community Planning & Permitting (Virtual)

5. **Confirmation of Executive Session Topics**

Confirming Executive Session topics noticed at the March 11th, 2025 Regular Meeting were discussed as scheduled.

- **Action Requested:** Note for the Record
- **Presenter(s):** Natalie Springett, Commissioners' Office (In Person)

6. **Public Hearing on Proposed 2025 Quarter 1 Budget Amendment Requests**

200

Office of Financial Management: Proposed 2025 Quarter 1 Budget Amendment Requests; All budget amendment requests will be presented to the Boulder County Board of Commissioners for their consideration. Copies of such proposed supplemental budget requests are available for public inspection at the following location: County Finance Office, 1st floor, 1325 Pearl Street, Boulder, CO 80303 or at the Boulder County Budget website. Any interested elector of Boulder County may inspect the proposed 2025 budget amendment requests and state any objection thereto by registering to provide public comment at the March 27, 2025, Public Hearing of the Board of County Commissioners or e-mail commissioners@bouldercounty.gov prior to the Public Hearing. Budget amendment information will be posted no later than 24-hours in advance of the Public Hearing.

- **Location: Hybrid (Hearing Room and Zoom Webinar)**
- **Action Requested: Decision**
- **Presenter(s):**
 - Emily Beam, Office of Financial Management (In Person)
 - Cindy Braddock, County Assessor's Office (Virtual)
 - Judy Dvorshock, Parks & Open Space (Virtual)
 - Erin Jones, Community Services (Virtual)
 - David Hughes, County Attorney's Office
 - David Mcleod, Public Works (In Person)
 - Carey Weinheimer, Sheriff's Office (In Person)
 - Ryan Ankrum, Human Resources (In Person)
 - Carrie Inoshita, Office of Racial Equity



COLORADO
Department of Early Childhood

OnBase Number 32154069

**Memorandum of Understanding Amendment #2
Between
The Colorado Department of Early Childhood
and
Boulder County Department of Housing & Human Services**

This Amendment No. 2 (“Amendment”) is effective as of January 1, 2025, or upon the date of execution, whichever is later, and amends the Memorandum of Understanding (MOU) executed by and between the State of Colorado Department of Early Childhood and the Board of County Commissioners or other elected governing body of Boulder County Department of Housing & Human Services (the “County”) on December 12, 2022.

The purpose of this Amendment is as follows:

- 1.) Extend the term of the contract by 1 year, and
- 2.) Eliminate the requirement for an annual reaffirmation.

Item 2. TERM in the Memorandum of Understanding shall be replaced with the following:

2. TERM

The term of this MOU will be from January 1, 2023, through June 30, 2026. During the term, the MOU shall automatically renew on an annual basis unless either party gives written notice at least 90 days prior to July 1 of each year, with the MOU expiring on July 1 of that year if either party invokes this option.

By signing, both parties agree to the changes described in the body of this Amendment.

Initial: _____

Matthew Ramos

Clerk to the Board

Signature: _____ *Date:* _____

Marta Loachamin

BOCC Chair

Boulder County Department of Housing & Human Services

Signature: _____ *Date:* _____

Mary Alice Cohen

Director, Office of Early Childhood

Colorado Department of Early Childhood

APPROVED

By Boulder County Attorney (apg) APPROVED AS TO FORM at 11:06 am, Jan 29, 2025



**Memorandum of Understanding Amendment #1
Between
The Colorado Department of Early Childhood
and
Boulder County Housing and Human Services**

This Amendment No. 1 (“Amendment”) is effective as of January 1, 2024, and hereby amends the Memorandum of Understanding (MOU) executed by and between the State of Colorado Department of Early Childhood and the Board of the County Commissioners or other elected governing body of Boulder County Housing and Human Services (the “County”) on December 7, 2022 (the “MOU”). All capitalized terms not defined in this Amendment shall have the meanings set forth in the MOU.

In consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

- 1. Reaffirmation of the MOU for the Colorado Child Care Assistance Program (CCCAP).

Signatures

By signing this Amendment, both parties agree to reaffirm the MOU for another year from signature.

Initial: MR

Date: 2/27/2024

Matthew Ramos

Clerk to the Board

Boulder County Housing and Human Services

Signature: Ashely Stolzmann

Date: 2/27/2024

Ashley Stolzmann

BOCC Chair

Boulder County Housing and Human Services

Signature: Mary Alice Cohen

Date: 2/27/2024

Mary Alice Cohen

Chief Program Officer, Office of Program Delivery

Colorado Department of Early Childhood



MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Early Childhood and the Board of County Commissioners or other elected governing body of Boulder County, Colorado.

This Memorandum of Understanding (MOU) is made on this 1st day of January 2023 between the State of Colorado Department of Early Childhood (CDEC) and the Board of the County Commissioners or other elected governing body of Boulder County (the “County”).

CDEC is the sole state agency with the responsibility to administer or supervise the administration of the Colorado Child Care Assistance Program as outlined in CRS §§ 26.5-1-106 and CRS §§ 26.5-4-104.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Child Care Assistance Program (“Child Care Program”); referred to as the “Program” for the purposes of this MOU.

CRS §§ 26.5-4-115 requires CDEC, and each County, either acting singly or as a group of Counties, to enter into an annual performance contract that includes but is not limited to, requirements and provisions that address each party’s duties and responsibilities to work in a collaborative manner to administer, financially support, and implement the Child Care Assistance Program using fair and objective criteria.

CDEC and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDEC and the County:

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS §§ 26.5-4-115.

2. TERM

The term of this MOU will be from January 1, 2023, through June 30, 2025. This MOU shall be reaffirmed annually through an amendment that shall be signed by all applicable parties.

3. REQUIRED DUTIES OF THE COUNTY

- a. The County will administer and implement the Child Care Assistance Program using fair and objective criteria, and in compliance with Federal law, State Statute, and applicable program regulations in 9 CCR 2503-8, 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1.

- b. The County will not restrict eligibility or the provisions of services, nor will it impose penalties that are inconsistent with State Statute or Federal law and applicable program regulations, including the process and penalties outlined in 9 CCR 2503-8, and 8 CCR 1403-1.
- c. The County will maintain sufficient records and will permit CDEC or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDEC as specified in CRS §§ 6-17-100 and CRS §§ 26.5-4-118. The County must also continue to report to CDEC in accordance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, parts 98 AND 99, and State regulations, to include 9 CCR 2503-8, 8 CCR 1403-1 8 CCR 1403-1, 9 CCR 2501-1, and 11 CCR 2508-1, or any other applicable regulation promulgated by CDEC and must report to CDEC in the future, as required by law. In addition, counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- d. As specified by Program regulations and State statutes, counties shall have flexibility in determining the approaches needed to achieve federal and state requirements and to utilize allowable local level policies to manage their budget within their CCCAP Allocation. The County agrees to provide CDEC with its adopted policies and any updated written information when, or if, changes to these policies are made in the Program. The County agrees to provide the information and policies as outlined in 8 CCR 1403-1 to CDEC prior to adopting the aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of the Program.
- e. In addition to what is required by statute or rule, the parties agree that information and policies provided by the County to CDEC, as described in paragraph (d) herein, are for informational purposes and are provided to assist CDEC in meeting its responsibilities, with respect to the Child Care Program. Nothing in this MOU gives CDEC the authority to require any county policies beyond what is required by statute, Program regulations, or the Child Care Program County Plan. The County acknowledges that CDEC has the right to review, comment upon, approve, or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- f. The County will utilize the technical assistance, training, and reporting or tracking resources offered by CDEC in order to administer the Program and will meet performance measures of timeliness and accuracy.
- g. The County will meet timely processing requirements as outlined in 8 CCR 1403-1. Timeliness requirements are measured from the date the county receives an application or re-determination.
- h. The County will meet established accuracy requirements that ensure compliance with Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, part 98, subpart K - Error Reporting and the Federal Child Care Improper Payment Data Collection Instructions (DCI).

The parties acknowledge that the performance measures of timeliness and accuracy are, as of the signing of this MOU, the only mandated performance goals. The County's agreement to meet the performance measures is relevant to CDEC's anticipation that CDEC will, in turn, be able to meet the performance measures required by Federal guidelines.

4. DUTIES OF CDEC

- a. In consultation with the Counties, CDEC will oversee the implementation of the Child Care Program, statewide, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.
- b. CDEC will monitor the County's provision of child care services and, if necessary, perform the duties outlined in CRS §§ 26.5 Article 4, Part 1.
- c. CDEC exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Child Care Automated Tracking System (CHATS) and its application relative to the Child Care Program. Because the State Child Care Automated Tracking System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be penalized or required to follow a remediation plan due to service disruptions or for erroneous decisions made by the State Child Care Automated Tracking System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of the amount of benefits, erroneous decisions resulting in overpayments and subsequent recoveries, and erroneous decisions resulting in underpayments and subsequent supplemental payments of claims.
- d. CDEC will not penalize counties for not meeting the required eligibility performance measures when it is due to a system service disruption that impacts a county's ability to meet timeliness and accuracy rates.

CDEC acknowledges that liability to third parties resulting from erroneous, inaccurate, or inadequate State Child Care Automated Tracking System notices to Child Care Program households, is properly the State's liability. CDEC will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph c as a State Child Care Automated Tracking System caused error. This provision does not apply to any errors, claims, or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow applicable program regulations in 9 CCR 2503-8, 8 CCR 1403-1, 9 CCR 2503-8 or any other applicable regulation promulgated by CDEC. This provision does apply to the State Child Care Automated Tracking System training and data entry rules and/or any rules that are part of the State Child Care Automated Tracking System rule engine.

- e. CDEC will consider county recommendations and feedback provided to the Rules Advisory Committee (RAC) and/or RAC County Subcommittee related to proposed policies or proposed rule changes that may impact performance measures and help meet federal guidelines.
- f. CDEC will formally communicate in writing the established Performance Measures by outlining the requirements for timeliness and accuracy via a Program memo.
- g. CDEC will use valid data from the State Child Care Automated Tracking System and other sources, as necessary, to accurately calculate the County's performance measures. Prior to submitting its calculation to the federal government, CDEC will provide the County with the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity, and proper calculation of the accuracy rates.
- h. CDEC will provide counties with reports that summarize the results of the Quality Assurance

reviews on a monthly basis

- i. CDEC will develop and provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program and to meet performance measures. A CDEC technical issue that cannot be resolved within 48 hours will be factored into a County's timeliness rate as a mitigating factor during the time that the issue is unresolved.
- j. CDEC will develop and provide online, on-demand, or one on one training for Program staff.
- k. CDEC will provide reports on County performance monthly.
- l. The amount identified for a county's level of spending, as required by section 26.5-4-110(6) C.R.S., shall be identified annually in the Allocation Agency Letter.
- m. CDEC will ensure that requests for CHATS Pilot/LMS or CHATS access for County CCCAP staff are processed within two (2) business days of the request.
- n. CDEC will ensure, via agreement with LCO's, that Counties are only responsible for CCCAP timeliness once the application is received by the county.

5. JOINT CDEC AND COUNTY DUTIES

- a. CDEC and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to timeliness and accuracy as described in Section 3.
- b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federal and state performance requirements.
- c. The State and the Counties will work together to ensure that the information entered and reported in the State Child Care Automated Tracking System and the Colorado Benefits Management System (for the purposes of data matching and Colorado Works Child Care cases) are as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the applicable state systems.

6. REMEDIATION PLANS

- a. The County, in consultation with CDEC, may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the established performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program

regulation;

- iv. Failing to meet timely processing requirements or Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year and as described in section 3.

7. PENALTIES

- a. According to CRS §§ 26.5-4-115, a county or group of counties may be penalized for not meeting any obligation under this performance contract and may include a reduction in a future county block grant allocation.
- b. Subject to the limitations set forth herein, if CDEC is subject to a federal penalty, and the County's remediation plan was insufficient, CDEC may impose penalties on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the negotiated performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation.
 - iv. Failing to meet timely processing and accuracy requirements as described in section 3.
- c. A penalty will not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- d. The county will not be penalized or required to follow a remediation plan if:
 - i. The County can demonstrate by a preponderance of evidence that CDEC provided inaccurate guidance, training, or data with regards to performance under this MOU; and,
 - ii. That the County's reliance on this information is the proximate cause for the imposed penalties. If the County can only demonstrate that it is the proximate cause for part of the penalty, the County will not be liable for that portion of the penalty.
 - iii. The CDEC fails to provide monthly timeliness reports to the County

8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES

- a. The process for a penalty or remediation plan against the County or group of Counties by CDEC will be as follows:
 - i. CDEC will provide the County with written notice of the County's failure to meet any performance measure outlined in this MOU. This notification will include all associated documentation that supports CDEC's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged

performance problem.

- ii. If the County's remediation plan does not rectify the performance problem, CDEC may determine the appropriate level of penalty. CDEC shall take into consideration as a mitigating factor any alleged violation of a state regulation, if that regulation exceeds or conflicts with the requirements of the federal law. CDEC will provide the County one hundred eighty (180) days written notice of the proposed penalty before imposing any penalty. This notification will include the rationale of imposing the penalty, as well as all associated documentation, a calculation of the proposed penalty, and an indication of what constitutes a remedy or correction that will allow the County to avert the penalty, if any remedy or correction is possible. Upon receiving such notice, the County has ninety (90) days to contest, explain or offer evidence of mitigating factors, before CDEC imposes the penalty.
 - iii. If a penalty is imposed by the Federal Government as a result of a county's actions, CDEC will impose a penalty against that county proportionate to the county's responsibility which cannot be greater than that imposed by the Federal Government. If CDEC has incurred a penalty due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be penalized for its share of the penalty.
- b. CDEC will provide the County with all documents received from the federal government related to any proposed or imposed federal penalty within twenty (20) days of receipt, together with all CDEC documents related to the actions giving rise to that federal penalty, or that related to the penalty process or how the County's share of the penalty was determined. If CDEC fails to provide the required documentation within the twenty (20) days, CDEC may not hold the County liable for that penalty.

9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION

- a. As outlined in CRS §§ 26.5-4-115 (2), if the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDEC, at its sole discretion, may assume the County's administration and implementation of the Child Care Program.

In that event, CDEC will provide the County with ninety (90) days of written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or correct the failure before CDEC assumes the duties.

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion may ask CDEC to assume the County's administration and implementation of the Child Care Program.
- c. If CDEC assumes the County's administration and implementation of the Child Care Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS §§ 26.5-4-110. CDEC will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS §§ 26.5-4-114.
- d. CDEC has no authority to require counties to pay MOE (Maintenance of Effort) for any program other than CCCAP.

10. DISCRETIONARY MATTERS

The parties agree that all portions of Part 1 of Article 4 of Title 26.5 that grant discretion to CDEC or the County regarding the administration of the Child Care Program in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

11. SEVERABILITY

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

12. INTEGRATION OF UNDERSTANDING

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendments hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendments hereto shall have any force or effect unless embodied in a written amendment executed by the parties.

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State Statutes, the State Plan, and Program regulations. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

13. NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDEC, and the County or group of Counties, as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDEC and the County or group of Counties to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

14. DISPUTE RESOLUTION

According to CRS §§ 26.5-4-115, if a disagreement concerning this performance contract arises between the County or group of Counties and the CDEC, either party may request resolution of the disagreement through an independent dispute resolution process that is agreed upon by the parties. If necessary to assure services are available within the County or group of counties, the Department may enter into a temporary agreement with the County or group of Counties or with another public or private agent until the disagreement is resolved.

DEPARTMENT DIRECTOR,
STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

Executive Director or Designee

COUNTY OF _____ COLORADO,
by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____

PROJECT INFORMATION

1. Current planning regulations require specific information be included in local mitigation plans. The following questions address how your community intends to accomplish some of those aspects. For areas where specific strategies have not been determined, please estimate.

List all municipalities (county/city) the proposed plan will address. If not multi-jurisdictional, explain why that decision was made.

Provide specific information for each jurisdiction participating in the Hazard Mitigation Plan

2. Planning/Zoning Department: Organization(s) and Name of Personnel

3. Building Department: Organization(s) and Name of Personnel

4. Floodplain Administrator: Organization(s) and Name of Personnel

5. Please discuss the existing (if applicable) current Hazard Mitigation Plan. When was it originally completed, has it been updated before, what are the major data gaps? Have there been any disasters in the planning area since the completion of the last plan? Please describe what, where, and severity. What will be added to the updated plan that was not in the last version, i.e. how will this update be better than the last plan?

6. Identify the jurisdiction(s) disaster loss history by disaster type.

7. Attach letters of agreement for each jurisdiction involved in the plan (multi-jurisdictional planning only).

8. The regulations do not specify inclusion of human-caused hazards (i.e., radiological, hazardous materials, terrorism, etc.), but do encourage the integration of such. If human-caused hazards will be addressed, please list the types you will be studying.

9. Describe the area and population affected by this project, including location.

10. Describe how the community will ensure the planning process will include public involvement and/or comment.

11. Describe how the community will ensure the planning process will include neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development, as well as business, academia and other private and non-profit interests involvement.

12. Describe how the community will ensure the planning process will include a hazard mitigation planning team that incorporates a broad range of expertise/knowledge of the area(s) involved which will serve an integral part in the plan development phases of risk assessment, vulnerability analysis, mitigation strategy and plan maintenance.

13. Describe how the community will ensure the planning process will include review and incorporation, if appropriate, of existing plans, studies, reports, and technical information.

14. Describe the Scope of Work (SoW). (Upload supporting documentation via the "Add Document" button in the footer section).

15. Describe previous hazard mitigation planning and implementation activities in the community.

16. Enter any additional comments related to the proposed planning effort, if desired.

COSTS

17. Enter cost line items in EMGrants

18. Enter funding sources

19. If any portion of the non-Federal share will come from non-applicant sources (donated services, private donation, etc.), please attach letters of funding commitment for each non-applicant source:

20. Describe how you will manage the costs and schedule and how you will ensure successful performance:

21. Describe your experience with stakeholders such as various local, state, and federal government agencies, private sector, academic, or neighboring communities in an effort to reduce the risk from the hazards to which your county/community is exposed. If you do not have any experience with these entities, indicate what opportunities exist for engaging them:

22. Describe the staff and resources needed to implement this planning activity and the subapplicant's ability to provide these resources

23. Would the applicant consider a reduced Federal cost share in full project funding was not available?

24. Enter additional comments related to the proposed project's funding, if desired:

TIMELINE

25. Total # of weeks for the entire project

26. Enter timeline in EMGrants

27. How were the estimated start/completion dates determined?

28. Will the plan be maintained on a regular basis? If so, who will provide the maintenance and what is the annual cost to maintain?

DOCUMENTATION

- ✓ SOW for plan update
- ✓ Funding Match Commitment Letter
- ✓ Letter of Intent to Participate
- ✓ E&C Review and Completeness Checklis
- ✓ Certifications
 - Lobbying
 - Debarment
 - Suspension

- Drug free workplace 20-16c
- ✓ Designated Agent's Delegation of PM duties
- ✓ CSFS Best Management Practices to Protect Water Quality in Colorado
- ✓ Budget Narrative
- ✓ Detailed Timeline

View Burden Statement

Application for Federal Assistance SF-424

* 1. Type of Submission:		* 2. Type of Application:	* If Revision, select appropriate letter(s):
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> New	<input type="text"/>
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Continuation	<input type="checkbox"/> Revision	* Other (Specify): <input type="text"/>

* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text"/>
---	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="84-6000748"/>	* c. UEI: <input type="text" value="LB9EYBMY6NJ8"/>
--	--

d. Address:

* Street1:
Street2:
* City:
County/Parish:
* State:
Province:
* Country:
* Zip / Postal Code:

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name:
Middle Name:
* Last Name:
Suffix:

Title:

Organizational Affiliation:

* Telephone Number: Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Emergency Management Agency

11. Assistance Listing Number:

97.039

Assistance Listing Title:

HMGP

*** 12. Funding Opportunity Number:**

* Title:

HMGP 5524

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Boulder County Multi-Jurisdiction Hazard Mitigation Plan Update

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:
 * a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
 * a. Start Date: * b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="92,508.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text" value="15,418.00"/>
* d. Local	<input type="text" value="15,419.00"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="123,345.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**
 a. This application was made available to the State under the Executive Order 12372 Process for review on .
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.
 c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**
 Yes No
 If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**
 **** I AGREE**
 ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
 Middle Name:
 * Last Name:
 Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

[View Burden Statement](#)

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Hazard Mitigation Grant Program; Boulder County Multi-Jurisdiction Hazard Mitigation Plan Update	97.039	\$	\$	\$ 92,508.00	\$ 30,837.00	\$ 123,345.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 92,508.00	\$ 30,837.00	\$ 123,345.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Hazard Mitigation Grant Program; Boulder County Multi-Jurisdiction Hazard Mitigation Plan Update				
a. Personnel	\$ 15,981.00	\$	\$	\$	15,981.00
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	107,364.00				107,364.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	123,345.00			\$	123,345.00
j. Indirect Charges				\$	
k. TOTALS (sum of 6i and 6j)	\$ 123,345.00	\$	\$	\$	123,345.00
7. Program Income	\$	\$	\$	\$	

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Hazard Mitigation Grant Program; Boulder County Multi-Jurisdiction Hazard Mitigation Plan Update	\$ 15,419.00	\$ 15,418.00	\$	\$ 30,837.00
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$ 15,419.00	\$ 15,418.00	\$	\$ 30,837.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 83,257.20	\$ 0.00	\$ 27,752.40	\$ 27,752.40	\$ 27,752.40
14. Non-Federal	\$ 30,834.00		\$ 10,278.00	\$ 10,278.00	\$ 10,278.00
15. TOTAL (sum of lines 13 and 14)	\$ 114,091.20	\$ 0.00	\$ 38,030.40	\$ 38,030.40	\$ 38,030.40

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Hazard Mitigation Grant Program; Boulder County Multi-Jurisdiction Hazard Mitigation Plan Update	\$ 9,250.80	\$	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 9,250.80	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	Contractual and In-kind charges in attached budget	22. Indirect Charges: NA
23. Remarks:	See attached Project Description for detailed budget information.	

Boulder County 2025-2026 HMP Budget

Task	Description	Cost (% of Total)	Unit Cost	# of Units	Total
1	ORGANIZE RESOURCES: Management Costs, Kickoff Meetings, and Outreach Activities (% of Total Cost Estimate)	19.58%			
	<i>1a. Contractual (% of estimated contract cost)</i>	19.28%	\$20,699.78	n/a	\$20,699.78
	<i>1b. Local In-Kind (% of estimated total cost)</i>	2.8%			\$3,454.20
	<i>Personnel</i>		\$36.36	95	\$3,454.20
	<i>Mileage (at IRS 2025 rate of \$0.70/mile)</i>		\$0.700	0	\$0.00
	<i>Other Eligible Costs (e.g.- Room Fees,etc.)</i>		\$300.00	0	\$0.00
	Cost Line 1a rounded to nearest whole dollar				\$20,700.00
Cost Line 1b rounded to nearest whole dollar				\$3,454.00	
Task 1 Sub-Total					\$24,154.00
2	HAZARD IDENTIFICATION & RISK ASSESSMENT (HIRA) (% of Total Cost Estimate)	32.72%			
	<i>2a. Contractual (% of estimated contract cost)</i>	33.41%	\$35,870.31	n/a	\$35,870.31
	<i>2b. Local In-Kind (% of estimated total cost)</i>	3.6%			\$4,490.46
	<i>Personnel</i>		\$36.36	123.5	\$4,490.46
	<i>Mileage (at IRS 2025 rate of \$0.70/mile)</i>		\$0.700	0	\$0.00
	<i>Other Eligible Costs (e.g.- Room Fees,etc.)</i>		\$300.00	0	\$0.00
	Cost Line 2a rounded to nearest whole dollar				\$35,871.00
Cost Line 2b rounded to nearest whole dollar				\$4,490.00	
Task 2 Sub-Total					\$40,361.00
3	DEVELOP A MITIGATION STRATEGY (% of Total Cost Estimate)	29.85%			
	<i>3a. Contractual (% of estimated contract cost)</i>	30.11%	\$32,327.30	n/a	\$32,327.30
	<i>3b. Local In-Kind (% of estimated total cost)</i>	3.6%			\$4,490.46
	<i>Personnel</i>		\$36.36	123.5	\$4,490.46
	<i>Mileage (at IRS 2025 rate of \$0.70/mile)</i>		\$0.700	0	\$0.00
	<i>Other Eligible Costs (e.g.- Room Fees,etc.)</i>		\$300.00	0	\$0.00
	Cost Line 3a rounded to nearest whole dollar				\$32,328.00
Cost Line 3b rounded to nearest whole dollar				\$4,490.00	
Task 3 Sub-Total					\$36,818.00
4	PLAN ADOPTION, MONITORING & EVALUATION: Plan Review/Adoption (% of Total Cost Estimate)	12.96%			
	<i>4a. Contractual (% of estimated contract cost)</i>	14.02%	\$15,052.43	n/a	\$15,052.43
	<i>4b. Local In-Kind (Personnel) (% of estimated total cost)</i>	0.8%	\$36.36	25.5	\$927.18
	Cost Line 3a rounded to nearest whole dollar				\$15,053.00
	Cost Line 3b rounded to nearest whole dollar				\$927.00
Task 4 Sub-Total					\$15,980.00
5	PROJECT MANAGEMENT & OTHER ELIGIBLE COSTS (% of Total Cost Estimate)	4.89%			
	<i>5a. Contractual (% of estimated contract cost)</i>	3.18%	\$3,414.18	n/a	\$3,414.18
	<i>5b. Local In-Kind (% of estimated contract cost)</i>	2.1%			\$2,617.92
	<i>Personnel</i>		\$36.36	72	\$2,617.92
	<i>Other Eligible Costs (e.g.- Printing, Supplies, etc.)</i>		\$52.38	0	\$0.00
	Cost Line 5a rounded to nearest whole dollar				\$3,415.00
Cost Line 5b rounded to nearest whole dollar				\$2,617.00	
Task 5 Sub-Total					\$6,032.00
Total Budget Estimate					
Total Project Cost (Rounded to nearest whole dollar per cost line)					\$123,345.00
- Total Contractual Costs (Rounded to nearest whole dollar per cost line)					\$107,364.00
- Total Local In-Kind Costs (Rounded to nearest whole dollar per cost line)					\$15,978.00
Federal Share of Total Project Cost (75%- Rounded DOWN to nearest whole dollar)					\$92,508.00
Non-Federal Share of Total Project Cost (25%- Rounded UP to nearest whole dollar)					\$30,837.00
- State Match (12.5%)					\$15,418.50
- Local Share of Total Contractual Cost (Total Contract Cost - Federal Share)					\$0.00

- Local In-Kind Cost	\$15,418.50
----------------------	-------------

\$107,000.00	\$7,500.00	\$114,500.00	\$85,875.00	\$21,125.00
\$107,000.00	\$8,000.00	\$115,000.00	\$86,250.00	\$20,750.00
\$107,000.00	\$8,500.00	\$115,500.00	\$86,625.00	\$20,375.00
\$107,000.00	\$9,000.00	\$116,000.00	\$87,000.00	\$20,000.00
\$107,000.00	\$9,500.00	\$116,500.00	\$87,375.00	\$19,625.00
\$107,000.00	\$10,000.00	\$117,000.00	\$87,750.00	\$19,250.00
\$107,000.00	\$10,500.00	\$117,500.00	\$88,125.00	\$18,875.00
\$107,000.00	\$11,000.00	\$118,000.00	\$88,500.00	\$18,500.00
\$107,000.00	\$11,500.00	\$118,500.00	\$88,875.00	\$18,125.00
\$107,000.00	\$12,000.00	\$119,000.00	\$89,250.00	\$17,750.00
\$107,000.00	\$12,500.00	\$119,500.00	\$89,625.00	\$17,375.00
\$107,000.00	\$13,000.00	\$120,000.00	\$90,000.00	\$17,000.00
\$107,000.00	\$13,500.00	\$120,500.00	\$90,375.00	\$16,625.00
\$107,000.00	\$14,000.00	\$121,000.00	\$90,750.00	\$16,250.00
\$107,000.00	\$14,500.00	\$121,500.00	\$91,125.00	\$15,875.00
\$107,000.00	\$15,000.00	\$122,000.00	\$91,500.00	\$15,500.00
\$107,000.00	\$15,500.00	\$122,500.00	\$91,875.00	\$15,125.00
\$107,000.00	\$16,000.00	\$123,000.00	\$92,250.00	\$14,750.00
\$107,000.00	\$16,500.00	\$123,500.00	\$92,625.00	\$14,375.00
\$107,000.00	\$17,000.00	\$124,000.00	\$93,000.00	\$14,000.00
\$107,000.00	\$17,500.00	\$124,500.00	\$93,375.00	\$13,625.00
\$107,000.00	\$18,000.00	\$125,000.00	\$93,750.00	\$13,250.00
\$107,000.00	\$18,500.00	\$125,500.00	\$94,125.00	\$12,875.00
\$107,000.00	\$19,000.00	\$126,000.00	\$94,500.00	\$12,500.00
\$107,000.00	\$19,500.00	\$126,500.00	\$94,875.00	\$12,125.00
\$107,000.00	\$20,000.00	\$127,000.00	\$95,250.00	\$11,750.00

hours

T2 Ofc Hrs	T3 Mtg Hrs	T3 Ofc Hrs	Task 4 Hours	Task 5 Hours	Juri Hours	Juri In-Kind (@\$36.360/hr) for Fund Match Letter
3.5	3	3.5				
21	18	21	3	72	183	\$6,653.88
7	6	7	2.5	0	38.5	\$1,399.86
7	6	7	2.5	0	38.5	\$1,399.86
7	6	7	2.5	0	38.5	\$1,399.86
7	6	7	2.5	0	38.5	\$1,399.86
3.5	3	3.5	2.5	0	21.5	\$781.74
3.5	3	3.5	2.5	0	20.5	\$745.38
3.5	3	3.5	2.5	0	20.5	\$745.38
3.5	3	3.5	2.5	0	20.5	\$745.38
3.5	3	3.5	2.5	0	20.5	\$745.38
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
0	0	0		0	0	\$0.00
66.5	57	66.5	25.5	72	439.5	\$15,980.22
3.5		123.5	25.5	72	439.5	
10.46		\$4,490.46	\$927.18	\$2,617.92	\$15,980.22	

Use these amounts for other jurisdiction's funding match letters in in-kind paragraph

The state will match up to 50% of the local cost

Rounded
\$6,654.00
[REDACTED]
\$15,981.00

Use this amount for County Funding Letter-In Kind Paragraph, if you will request funding match letters from the other jurisdictions.

Use this amount for in-kind if you will only submit one county-level funding match letter.

View Burden Statement

OMB Number: 4040-0007
 Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.




PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application. 2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives. 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency. 5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F). 6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation | <p>Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.</p> <ol style="list-style-type: none"> 7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. |
|---|--|

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION Boulder County	DATE SUBMITTED 

Standard Form 424B (Rev. 7-97) Back

DHSEM Eligibility and Completeness Review Checklist for Hazard Mitigation Planning Sub-applications

Sub-Applicant: Boulder County

Plan Title: Boulder County Multi-Jurisdiction Hazard Mitigation Plan Update

Sub-applications submitted to DHSEM and FEMA that do not contain at least the basic components listed below may be immediately denied because there is no method to determine eligibility without these data. Additional information may be requested during FEMA review prior to award if selected. **Bold items are minimum FEMA requirements.**

Sub-Application Component	Yes	No	Comment
FEMA GO access for Mitigation Programs (BRIC and FMA)			
Has the point of contact or authorized agent for the sub-applicant created an account on FEMA GO go.fema.gov ? (If no, please contact your State Mitigation Specialist for technical assistance.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	NA for HMGP
CO EM-Grants Website Access			
Has the authorized representative and primary point of contact for the sub-applicant registered for access through the State's grants management system: co.emgrants.com ? (If no, please contact your State Mitigation Specialist for technical assistance.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Scope of Work (SoW)			
Is the proposed mitigation planning activity, as described in the SoW, eligible for the program?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is the proposed planning activity described, including whether it will result in a new or updated hazard mitigation plan or enhance an existing mitigation plan, in accordance with the FEMA Mitigation Planning regulation at 44 CFR Part 201 and current HMA Guidance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are participating jurisdiction(s) and private nonprofits, if applicable, identified and described?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Does the narrative describe procedures to engage stakeholders and participating jurisdictions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Does the SoW discuss approaches, outcomes, and level of effort, including key milestones and schedule, and the relationship of each activity to the cost estimate?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is an updated Scope of Work (SoW) included in DHSEM Document to Submit "3. HMP Project Description (SOW, Schedule, Budget)?"	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Does the proposed planning activity described include public involvement, identification of hazards, development of a comprehensive risk/vulnerability assessment, identification of mitigation goals and strategies, and plan implementation & maintenance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mitigation Plan Updates			
Does the SoW describe the process that each jurisdiction will complete to review each section of the previous plan and address gaps, as needed; utilize best available new information (including hazard, land use, and development trends); how the previous plan was implemented; and what process will be used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

DHSEM Eligibility and Completeness Review Checklist for Hazard Mitigation Planning Sub-applications

Schedule		
Does the application include a DHSEM-approved work schedule that conforms to POP requirements and allows sufficient time for State or Tribal and FEMA reviews, preparation of required revisions, if needed, formal adoption by all participating jurisdiction(s), and final FEMA approval?	<input checked="" type="checkbox"/>	
Is an updated proposed work schedule included in DHSEM Document to Submit "3. HMP Project Description (SoW, Schedule, Budget)?"	<input checked="" type="checkbox"/>	
Cost Review		
Does the application include a detailed cost estimate that supports the SoW and is reasonable for the jurisdiction(s) participating? <i>Lump-sum cost estimates are not eligible and will be NOT be accepted.</i>	<input checked="" type="checkbox"/>	
Does the application or sub-application identify information on the required non-Federal cost share and contribution sources?	<input checked="" type="checkbox"/>	
Are a completed Cost Estimate and Narrative included in DHSEM Document to Submit "3. HMP Project Description (SoW, Schedule, Budget)?"	<input checked="" type="checkbox"/>	
Is/are completed Funding Match Commitment Letter(s) attached to account for the entire Local Share, whether cash or in-kind?	<input checked="" type="checkbox"/>	
Attachments/Other Documents to Complete Application		
Is a completed Designated Agent's Delegation of Project Management Duties document attached?	<input checked="" type="checkbox"/>	
Are the following completed Federal Forms attached: - Standard Form (SF) 424 - SF 424A - SF 424B - Grants.gov Lobbying Form	<input checked="" type="checkbox"/>	
Are completed Letter(s) of Intent to Participate for each participating jurisdiction, excluding the sub-applicant, attached?	<input checked="" type="checkbox"/>	
Grant Requirements		
Does the sub-applicant acknowledge the Procurement, Request for Reimbursement, and Closeout documentation requirements included in DHSEM User Assistance Document "E. Grant Management Documents Required" and HMP Review Tool requirements?	<input checked="" type="checkbox"/>	

Signature of Chief Elected Official or Authorized Agent

Date

Title of Chief Elected Official or Authorized Agent

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
--	--	--

4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name

* Street 1 Street 2

* City State Zip

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input style="background-color: yellow;" type="text"/>	7. * Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>
--	---

8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1 Street 2

* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature:

* Name: Prefix * First Name Middle Name

* Last Name Suffix

Title: Telephone No.: Date:



Office of the County Administrator

1325 Pearl Street • Boulder, Colorado 80302 • 303-441-3525
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • www.BoulderCounty.gov

FUNDING MATCH COMMITMENT LETTER

March 7, 2025
Mark Thompson
State Hazard Mitigation Officer (SHMO)
Colorado Division of Homeland Security & Emergency Management (DHSEM)
9195 East Mineral Avenue, Suite 200
Centennial, CO 80112

Re: “Funding Match Commitment Letter” as a participating jurisdiction in Boulder County Multi-Jurisdictional Hazard Mitigation Plan (HMP)

Dear Mr. Thompson,

This letter serves as Boulder County’s commitment to meet the matching fund requirements for the Boulder County Hazard Mitigation Plan (HMP) Update.

If awarded an HMA Planning Grant, Boulder County will meet the matching fund requirements through in-kind services in the amount of at least \$15,418.50 via staff time (labor) and facility, supply, and mileage expenses to assist in the planning process, compilation of data, and other services related to development of the Boulder County HMP. Documentation of in-kind costs will be tracked by hourly wages and participation in planning activities via official sign-in sheets, and other data gathering needs as assessed and assigned by the Local Planning Committee (LPC). Boulder County will pay cash to cover any contractual requirements above the federal award amount and / or to meet the remainder of the local match requirement.

Therefore, with a full understanding of the fiscal obligations incurred by this agreement, _____, commit Boulder County match funding to the Boulder County Multi-Jurisdictional Hazard Mitigation Planning effort.

Executed _____

Certificate Of Completion

Envelope Id: F1650577-6CA5-44D1-809F-1BA3ED8EEFBB	Status: Sent
Subject: Complete with Docusign: Boulder Co 2025 HMP E&C Review (HMGP).pdf, Boulder Co Grants.gov Disclo...	
Type of Document: Grant Application	
Department/Office: Office of County Administrator	
Source Envelope:	
Document Pages: 22	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kurtis Alberi
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2025 14th St
	Boulder, CO 80302
	37542@bouldercounty.org
	IP Address: 69.170.220.59

Record Tracking

Status: Original	Holder: Kurtis Alberi	Location: DocuSign
3/13/2025 10:25:52 AM	37542@bouldercounty.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Boulder County	Location: Docusign

Signer Events

Signature	Timestamp
Matthew Ramos 38095@bouldercounty.org Clerk to the Board Boulder County Security Level: Email, Account Authentication (None)	Sent: 3/13/2025 11:24:21 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Marta Loachamin
mloachamin@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Matthew Ramos
38095@bouldercounty.org
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/13/2025 11:24:21 AM
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Payment Events	Status	Timestamps
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BOULDER COUNTY CONTRACT AMENDMENT

AMENDMENT SUMMARY	
This amendment makes changes to the following terms:	
<input checked="" type="checkbox"/> Contract Dates <input type="checkbox"/> Contract Amount <input checked="" type="checkbox"/> Scope of Work and/or Pricing Details	
Contract Identification	
Oracle Contract Number	303772 Version Number 2
Contract Name	WSP USA INC POS CARDINAL MILL WATER TREATMENT DESIGN AND CONSTRUCTION
Amendment Number	1
Amendment Effective Date	<input type="radio"/> Upon signature <input checked="" type="radio"/> 1/13/2025
Version Description	Re-allocate Funding, Extend Term and Change SOW
County Information	
Office or Department	Parks and Open Space
Division/Program	Resource Planning Project Management and Design
County Contact Name and Email	Renee Bookless rbookless@bouldercounty.gov
Vendor Information	
Vendor Legal Name	WSP USA INC
Vendor Other Name	<input type="checkbox"/> COI <input type="checkbox"/> DBA <input type="checkbox"/> W-9
Vendor Contact Name and Email	Tom Rutkowski tom.rutkowski@wsp.com
<input checked="" type="checkbox"/> Contract Dates	
New End Date	8/31/2027
<input type="checkbox"/> Contract Amount	
Contract Not to Exceed Amount of current Contract plus all signed amendments	\$ 397,916.00
Amendment Amount	\$ 0.00
New Contract Not to Exceed	
New Highest Annual Amount	\$ 397,916.00
<input checked="" type="checkbox"/> Scope of Work and/or Pricing Details	
All changes to scope of work and/or pricing details are contained in Exhibit B.	
Additional Contract Documents	
Check all that apply:	
<input checked="" type="checkbox"/> Exhibit A: Insurance Requirements <input checked="" type="checkbox"/> Exhibit B: Scope of Work and Pricing Details <input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____	

County Internal Use Only	
Procurement Details	
Procurement Process Followed Prior to this Amendment	Bid Waiver Approved (attached in supporting documents)
Does this amendment change the procurement process the contract must follow due to an increase in amount or timeframe?	No
Accounting Details	126.27605.74000.1005.103501.OS51.0000 TASK 1

This AMENDMENT ("Amendment") to the above-referenced Contract ("Contract") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Parks and Open Space ("County") and

WSP USA INC ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional Contract Documents**, if any are listed, are incorporated into the Contract by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the later of (a) the date it is fully executed by both parties or (b) the **Amendment Effective Date** (if any).

3. LIMITS OF EFFECT

The Contract and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The Contract Documents are updated to include any **Additional Contract Documents** where the corresponding box is checked above.

The Contract is also modified to the extent that a corresponding box is checked below:

- Contract Dates.** The end date of the Contract is changed to the **New End Date** identified in the Amendment Summary.
- Contract Amount.** The Contract Not to Exceed amount is amended so that the total cost of all work performed under the Contract must not exceed the **New Contract Not to Exceed** identified in the Amendment Summary.
- Scope of Work and/or Pricing Details.** The Scope of Work and/or Pricing details are amended as indicated in Exhibit B and new insurance requirements, if any, are identified in Exhibit A to this Amendment.

5. CONTRACT TERMS. The following terms are added to the Contract to the extent not previously included:

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Contractor is subject to C.R.S. §§ 24-85-101, et seq., C.R.S. Specifically, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the latter day and year indicated below.

SIGNED for and on behalf of Board of County Commissioners of Boulder County	SIGNED for and on behalf of WSP USA INC
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ For Board-signed documents only ↓↓	
Attest Signature:	<i>Initial of EO/DH</i>
Attestor Name:	
Attestor Title:	



Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
303-678-6200 • POSinfo@bouldercounty.org
www.BoulderCountyOpenSpace.org

BOCC BUSINESS MEETING

Tg

TO: Board of County Commissioners
FROM: Tina Burghardt, Senior Land Officer
FOR: BOCC Business Meeting, 9:30 a.m., Tuesday, March 25, 2025
RE: Girl Scouts 2-Dave Miller Ditch Easement
MEMO DATE: March 20, 2025

For much longer than Parks & Open Space’s history of stewarding open space, the land in this community has been important to diverse Indigenous communities that continue to live here. We are partnering with American Indian, urban native, indigenous, and other cultural communities to make meaningful changes to how we do our work that include them, incorporate their perspectives, and honor their land stewardship legacy. Parks & Open Space operates within modern legal constructs of land ownership to steward Boulder County open space and accomplish these efforts on behalf of our community.

Summary of Request

Boulder County proposes to grant a 20-foot-wide non-exclusive utility easement to the Dave Miller Ditch Company (“Ditch Company”) in exchange for the relinquishment of the prescriptive easement for an existing open ditch the Ditch Company has held since the late-1800s. The new easement allows for a newly installed underground pipeline to convey irrigation water under county open space to the ditch shareholder’s properties in a manner that creates more efficient, flood-resilient irrigation water delivery with much less surface disturbance to county open space. Staff supports this request.

Background Information

The Dave Miller Ditch was originally constructed in 1874 to irrigate land along the west side of North St. Vrain Creek in the Apple Valley Road area. The ditch is an open ditch that was partially destroyed in the 2013 flood and has since not been able to service most of its 14 shareholders.

The open ditch crosses the Girl Scouts 2 open space property, which was acquired through the flood buyout process. The Ditch Company has had a prescriptive easement over this the property for the open ditch since the mid-1800s. During the summer and fall of 2024, the Ditch Company installed approximately 5,000 feet of underground pipe in a new alignment to improve the delivery of ditch water and prevent potential damage from future floods, so a portion of this new underground pipeline travels underneath a different section of the Girl Scouts 2 property.

Upon beginning the installation of the new pipeline, the exact alignment was not known due to unknown underground obstacles. The county therefore issued a temporary permit with the understanding that a new easement would be dedicated once the final location was surveyed.

The Ditch Company has completed the pipeline. The maps at the end of this memo depict the locations and alignments of the original prescriptive and new dedicated easements.

Staff Recommendation

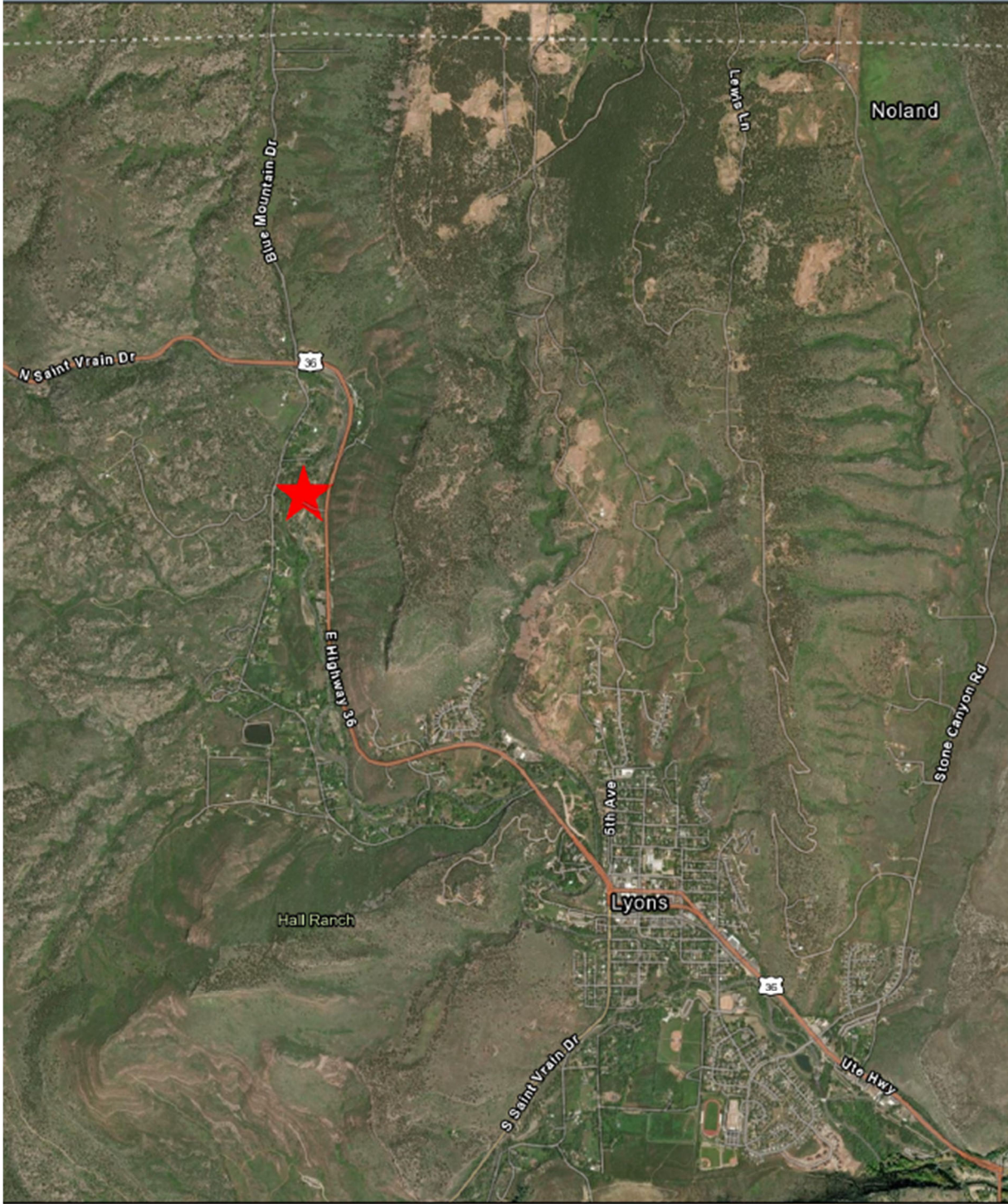
Staff recommends approval of this exchange. The dedication of a new easement to the Ditch Company in exchange for the relinquishment of the old, open ditch, prescriptive easement allows for more efficient, flood-resilient irrigation water delivery with much less surface disturbance to county open space.

BOCC Action Requested

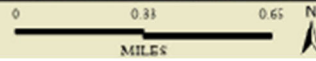
Approve the request as described above.

Vicinity Map:

Girls Scouts 2 Vicinity Map

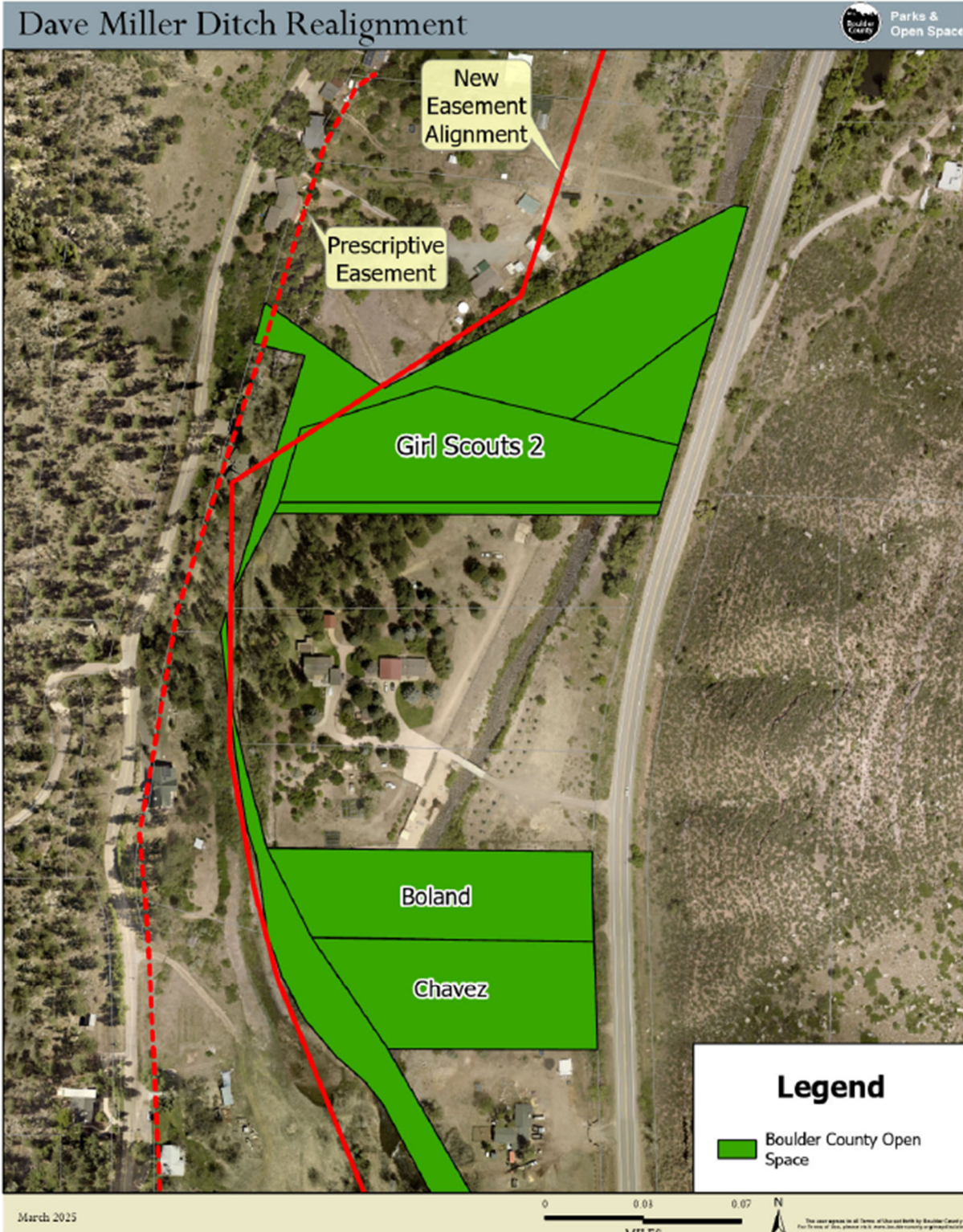


March 2025



This map agrees in all terms of Use and both by Boulder County. For Terms of Use, please visit [www.bouldercounty.org/maps/realtime](#)

Map of Easements to be Exchanged:



End of Staff Memo to BOCC

Following pages are documents for signature

DAVE MILLER DITCH COMPANY UTILITY EASEMENT

This Utility Easement is granted this ____ day of _____, 2024, by the **County of Boulder**, a body corporate and politic, whose legal address is P.O. Box 471, Boulder, Colorado 80306 (“Grantor”) to **The Dave Miller Ditch Company, LLC**, whose legal address is 1636 Apple Valley Road, Lyons, CO 80540 (“Grantee”).

RECITALS

A. Grantor owns certain properties along Apple Valley Road in Lyons, including parcel numbers 120112000018, 120112000019, 120112000022, 120112000028 and 120112000032, as generally depicted on Exhibit A (“Grantor’s Properties”); and

B. Grantee has an existing prescriptive easement (“Prescriptive Easement”) for the Dave Miller Ditch, an open ditch constructed in 1874 which travels the length of Apple Valley Road and crosses a number of properties, including Grantor’s Properties, as generally depicted by the dashed red line on Exhibit B; and

C. Grantee recently installed approximately 5,000 linear feet of underground pipe (“Ditch Pipe”) along a new alignment across Grantor’s Properties, which replaces the Prescriptive Easement; and

D. Grantor desires to grant to Grantee a non-exclusive right of access over and across Grantor’s Properties and the right to install, operate, maintain, and repair the Ditch Pipe along the route as generally depicted by the solid red line on Exhibit B, subject to the conditions contained in this instrument; and

E. Grantee desires to relinquish and vacate any prescriptive rights Grantee may have on Grantor’s Properties related to the Prescriptive Easement.

GRANT OF EASEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, and the mutual covenants contained herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, but subject to the terms and conditions more fully set forth below, Grantor hereby conveys to Grantee, its successors and assigns, the non-exclusive perpetual easement described below:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive perpetual easement twenty feet wide over Grantor’s Properties to Grantee for the purposes set forth in Paragraph 2, and as depicted on the survey sheets attached and incorporated as Exhibit C (“Easement Property”).

2. Purpose. The Easement Property may be used by Grantee and its agents, assigns, and invitees for the distribution by the Ditch Pipe of irrigation water under, through and across the Easement Property, subject to the conditions contained in this instrument. Grantee must not use the Easement Property for any other uses without an amendment of this Easement or the express written agreement of Grantor. Similarly, Grantee must contain all work activities within the Easement Property and must not use other areas of Grantor's Property or other property owned by Grantor. Without limiting the foregoing, the terms of this Easement will apply to the initial construction and to all future maintenance or replacement operations.

3. Construction, Improvements and Maintenance. Within the Easement Property, Grantee may access, construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, inspect, and maintain the Ditch Pipe; and use and have reasonable ingress and egress along and across the Easement Property for personnel, equipment, and vehicles. Grantee may not pave or otherwise create an impermeable surface over any portion of the Easement Property.

3.1 All use of the Easement Property must be accomplished with all reasonable care for conducting the work.

3.2 Grantee must contain all work activities within the Easement Property and must not affect any other portion of the Grantor's Properties.

3.3 Grantee must comply with all Boulder County land use regulations, including without limitation, obtaining all necessary approvals and permits for the uses permitted hereunder.

3.4 Grantee is responsible for all construction costs and any repairs or maintenance necessary for its construction, maintenance and/or use of the Easement Property. Grantee must restore the Easement Property to its prior condition, including all improvements thereon, including but not limited to, fences, drain tiles, irrigation systems, landscaping, and roads, and is required to pay Grantor for damages to Grantor's Properties, including but not limited to, damage to growing crops, livestock, and other damages caused by Grantee's activities.

3.5 Grantee may conduct routine maintenance activities within the Easement Property but must not make improvements or conduct anything other than routine maintenance without having first provided written notice and plans two weeks prior to the initiation of said work to the Director, Parks & Open Space Department, P.O. Box 471, Boulder, Colorado 80306 and receiving written approval from said county department prior to conducting the work, which approval may not be unreasonably withheld.

3.6 Upon completion of any work, Grantee must remove all equipment,

materials, and supplies and must leave Grantor's Properties in its original or better condition and void of all hazards including but not limited to hazardous changes in topography, such as holes, ruts, and dirt piles.

4. Relocation. Grantee hereby acknowledges and agrees that if Grantor's management of Grantor's Properties creates a need for a relocation of the Easement Property as determined in Grantor's sole discretion, Grantee will cooperate with Grantor to accomplish such relocation at Grantor's expense. In the event of relocation, Grantor and Grantee must execute such documents as are necessary to vacate the location of the Easement Property as set forth in this Easement and to establish and record the Easement Property's new location.

5. Relinquishment of the Prescriptive Easement. Grantee hereby relinquishes and vacates all prescriptive rights Grantee may have on Grantor's Properties related to the Prescriptive Easement.

6. Indemnity. Grantee must hold harmless and indemnify the County and its employees, agents, contractors, and elected and appointed officials for any and all liability, liens, or other costs and/or losses arising from Grantee's use of the Easement Property; provided that the foregoing indemnity will not apply to extent caused by acts or omissions of Grantor, its agents, employees, contractors or invitees. This indemnity includes all costs, attorney fees, expenses and liabilities incurred in connection with any such potential claims, the investigation thereof or the defense of any action or proceedings brought thereon, and any judgments, orders, decrees, or liens, resulting therefrom, but not to the extent caused by acts or omissions of Grantor, its agents, employees, contractors or invitees. By requiring this right to indemnification, County in no way waives or intends to waive the limitations on liability which are provided to it under the Colorado Governmental Immunity Act, C.R.S., §§24-10-101, et seq., as currently enacted or subsequently amended.

7. Mechanic's Lien. Nothing contained herein authorizes Grantee, or any person or entity acting through, with or on behalf of Grantee, to subject the Easement Property or any portion of the Easement Property or of Grantor's Property, to mechanic's liens. If any such lien is filed against the Easement and Grantee has caused such lien, Grantee must cause the lien to be discharged. In the event that such lien is not discharged within twenty (20) days after receipt of written notice of the lien by the Grantee, then Grantor, at its option, and at the cost and expense of the Grantee, may enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantor deems necessary to defend Grantor's Property from and against such lien.

8. Enforcement and Restoration. Grantor may exercise immediate reasonable enforcement, restoration and conservation actions when such actions are warranted for the protection and preservation of Grantor's Property. Should an activity be undertaken on the Easement Property to which the parties have not agreed, Grantor may require Grantee to

immediately cease and desist from such activity. In such case, if the unauthorized activity was performed by Grantee, its employees, agents, guests or invitees, the cost of any restoration of Grantor's Property must be borne by Grantee.

9. Grantor's Reserved Rights. Grantor reserves the right to use and occupy the Easement Property for any lawful purpose consistent with the rights and privileges granted herein which will not interfere with or endanger Grantee's use of the Easement Property. Grantee's use of the Easement Property must be non-exclusive, and Grantee has no rights to use any portion of Grantor's Property except the Easement Property and only as permitted in this Easement.

10. Specific Performance. This Easement may be enforced by specific performance, including mandatory injunctive relief and/or damages.

11. Covenant Running with the Land. This Easement runs with the land and be binding upon and inures to the benefit and/or burden of Grantor and Grantee and their respective successors and assigns.

12. Notices. Within sixty (60) days after a change of a party's address, that party must provide a written notice of any change of address to all other parties. Whenever notice is required to be given hereunder, it must be in writing and may be mailed, or hand delivered to the party entitled thereto, and if mailed, it must be done by registered or certified mail, return receipt requested. If mailed, said notice is effective and complete as of the date of mailing. If hand delivered, said notice is effective and complete upon completion of the hand delivery. Notice may also be accomplished by email, if emailed to a current email address specified in writing by the receiving party. Until changed by notice in writing, each party's mailing addresses are as follows:

To the Grantee: The Dave Miller Ditch Company, LLC
 c/o Matt Rooney
 1636 Apple Valley Road
 Lyons, CO 80540

To the Grantor: Director
 Boulder County Parks & Open Space
 5201 St. Vrain Road
 Longmont, CO 80503

With copy to: The Boulder County Attorney's Office
 P.O. Box 471
 Boulder, CO 80306

132. Severability. If any provisions of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, will not be affected thereby.

14. Entire Agreement. This instrument and the attached Exhibits contain the entire agreement between the parties relating to the Easement and may be modified only by an instrument in writing executed by both parties.

15. Exhibits. All references to exhibits herein incorporate such exhibits by their reference.

16. Counterparts. This Easement may be executed in one or more counterparts, each of which when so executed is deemed an original, and such counter parts together constitutes one and the same instrument.

17. Recording. This Easement will be recorded in the office of the Clerk and Recorder of Boulder County, Colorado.

18. No Waiver. The waiver by any party to this Easement of any term or condition of this Easement will not operate or be construed as a waiver of any subsequent breach by any party.

19. Encumbrances. Grantee acknowledges this Easement is subject to all prior recorded encumbrances of Grantor's property.

IN WITNESS WHEREOF, the Parties have executed this Easement as of the date set forth above.

GRANTOR:

COUNTY OF BOULDER,
a body corporate and politic

By: _____

Printed Name: _____

Title: _____
of the Board of County Commissioners

State of Colorado
County of Boulder

The foregoing instrument was acknowledged before me this ___ day of _____, 2025,
by _____, as _____ of the Board of County
Commissioners of Boulder County, Colorado.

(Notary official signature)

NOTARY
S E A L

(Commission expiration)

GRANTEE:

THE DAVE MILLER DITCH COMPANY, LLC

By: [Signature]

Printed Name: Matthew Rooney

Title: President

State of Colorado
County of Boulder

The foregoing Easement was acknowledged before me this 16 day of December,
2024, by Shirley Bossert

Shirley Bossert
(Notary official signature)

Sept 15, 2027
(Commission expiration)

SHIRLEY BOSSERT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234035485
MY COMMISSION EXPIRES SEPT. 15, 2027

NOTARY
SEAL

EXHIBIT A
Map of Grantor's Properties

Dave Miller Ditch Realignment



EXHIBIT B
Depiction of Easements

Dave Miller Ditch Realignment

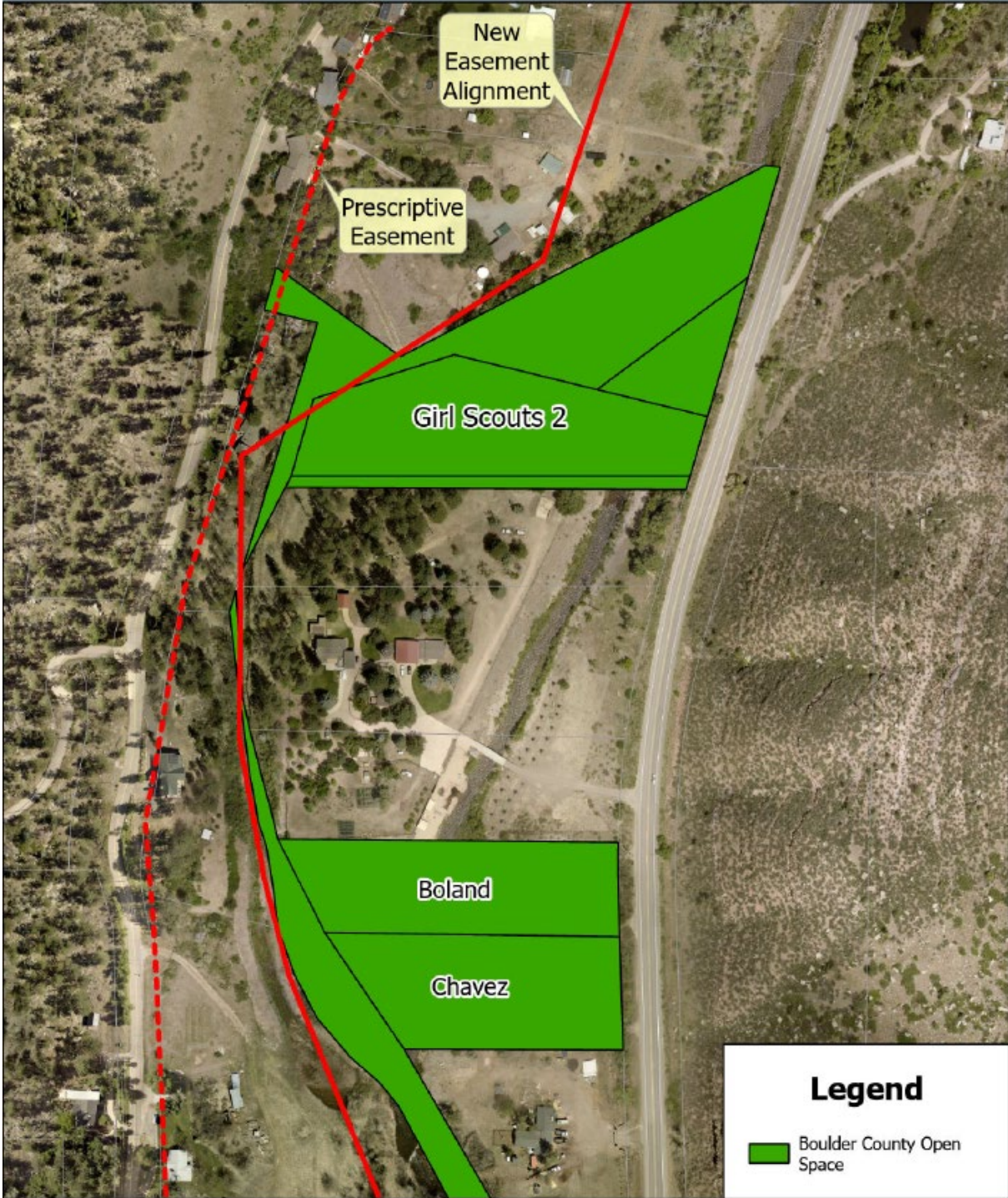
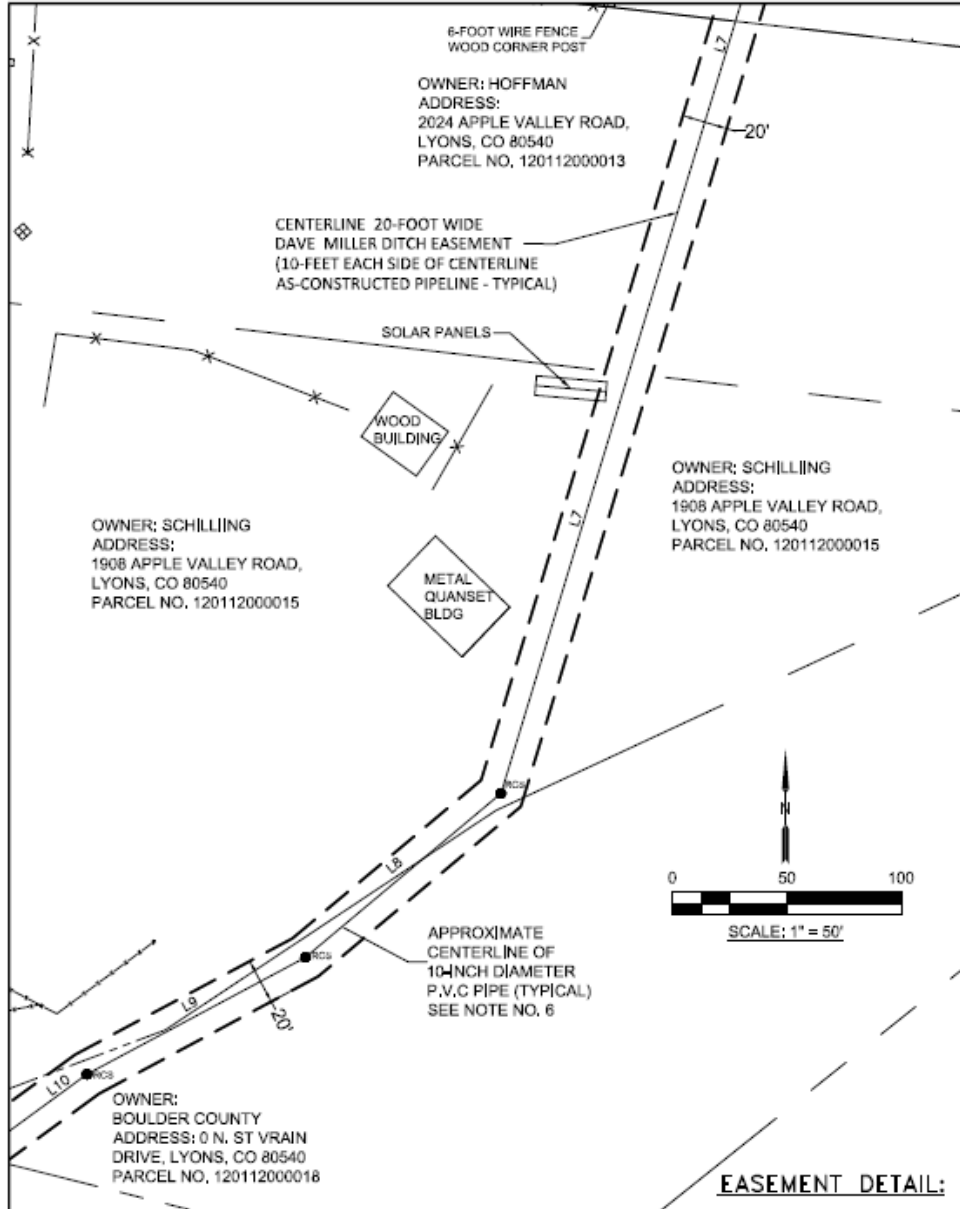


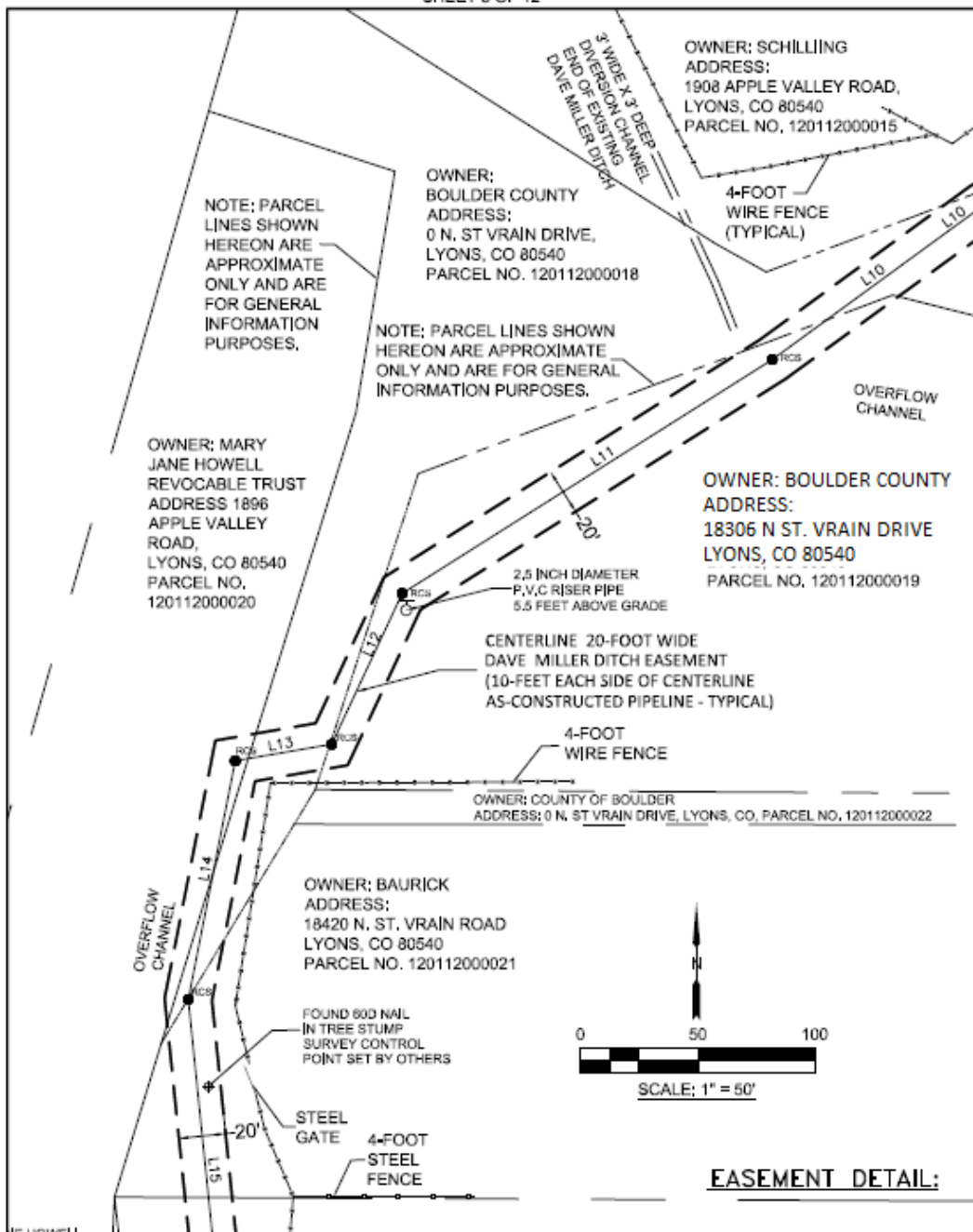
Exhibit C
Survey of Easement Property

20-FOOT WIDE DAVE MILLER MUTUAL DITCH COMPANY, LLC EASEMENT
 LOCATED IN SECTION 12, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M.,
 COUNTY OF BOULDER, STATE OF COLORADO
 SHEET 7 OF 12



PREPARED BY:
ROCK CREEK SURVEYING, LLC
 LAND SURVEYING SERVICES
 EMAIL: rockcreeksurvey@gmail.com
 Phone: 303-521-7376

20-FOOT WIDE DAVE MILLER MUTUAL DITCH COMPANY, LLC EASEMENT
 LOCATED IN SECTION 12, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M.,
 COUNTY OF BOULDER, STATE OF COLORADO
 SHEET 8 OF 12

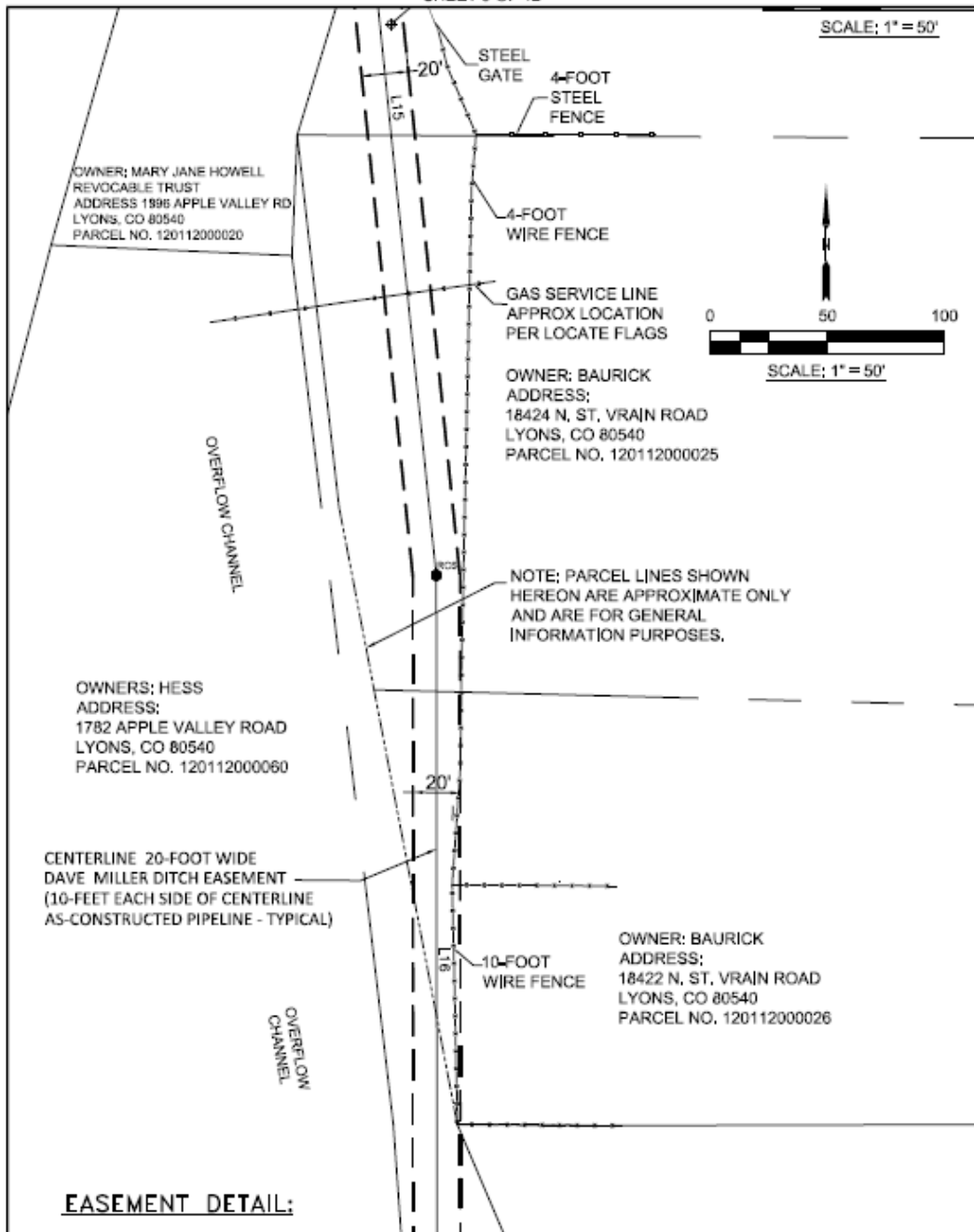


EASEMENT DETAIL:



PREPARED BY:
 ROCK CREEK SURVEYING, LLC
 LAND SURVEYING SERVICES
 EMAIL: rockcreeksurvey@gmtd.com
 Phone: 303-521-7376

20-FOOT WIDE DAVE MILLER MUTUAL DITCH COMPANY, LLC EASEMENT
 LOCATED IN SECTION 12, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M.,
 COUNTY OF BOULDER, STATE OF COLORADO
 SHEET 9 OF 12

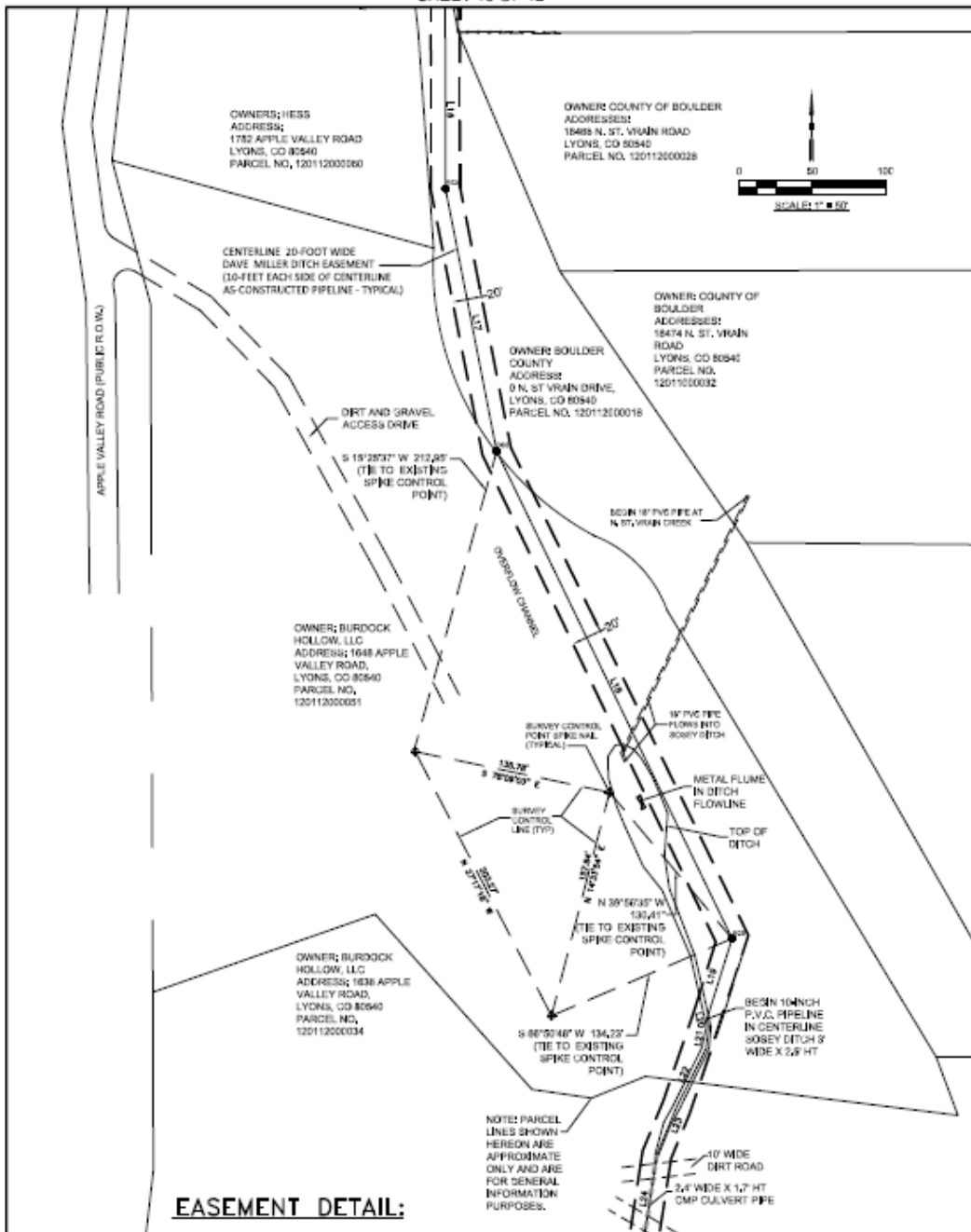


EASEMENT DETAIL:



PREPARED BY:
 ROCK CREEK SURVEYING, LLC
 LAND SURVEYING SERVICES
 EMAIL: rockcreeksurvey@gmail.com
 Phone: 303-521-7376

**20-FOOT WIDE DAVE MILLER MUTUAL DITCH COMPANY, LLC EASEMENT
 LOCATED IN SECTION 12, TOWNSHIP 3 NORTH, RANGE 71 WEST OF THE 6TH P.M.,
 COUNTY OF BOULDER, STATE OF COLORADO
 SHEET 10 OF 12**



EASEMENT DETAIL:



PREPARED BY:
ROCK CREEK SURVEYING, LLC
 LAND SURVEYING SERVICES
 EMAIL: rockcreeksurvey@gmail.com
 Phone: 303-521-7376



Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
303-678-6200 • POSinfo@bouldercounty.gov
www.BoulderCountyOpenSpace.gov

Twin Pines – CE Donation

On December 28, 2023, Doug and Vicki Sigg donated a conservation easement to the county over 80 acres located at 6603 and 6500 Rabbit Mountain Road, following approval by the Board of County Commissioners on November 14, 2023. Form 8283 is needed for the landowner to be able to claim the donation as a charitable contribution.

This is a post-closing consent agenda item. Staff is submitting this memo through eScribe in lieu of Form 8283 in order to protect the landowner's personal identifying tax information. Form 8283 is being submitted directly to the County Commissioners' Office to be signed by the Chair of County Commissioners.

- Date of Board of County Commissioners Business Meeting: Thursday, March 27, 2025
- Staff Contact: Melissa Arnold, Parks & Open Space
- Document for signature: Form 8283 (submitted to the Commissioner's Office directly)



Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
 303-678-6200 • POSinfo@bouldercounty.org
 www.BoulderCountyOpenSpace.org

Tg

TO: Board of County Commissioners
FROM: Melissa Arnold, Land Officer
FOR: BOCC Business Meeting, 9:30 a.m., Tuesday, March 25, 2025
RE: Windy Ridge Conservation Easement Donation
MEMO DATE: March 12, 2025

Land Commitment: For much longer than Parks & Open Space’s history of stewarding open space, the land in this community has been important to American Indian, urban native, Indigenous, and other cultural communities that continue to live here. We are making meaningful changes to how we do our work that include them, incorporate their perspectives, and honor their land stewardship legacy. Parks & Open Space operates within modern legal constructs of land ownership to steward Boulder County open space and accomplish these efforts on behalf of our community.

Summary of Request

Rick and Breida Geesaman propose donating a conservation easement over their approximately 137-acre property located just under a mile west of Gold Hill. The property is comprised of two vacant parcels having addresses of 0 and 10601 Gold Hill Road. The conservation easement will merge these two parcels together, restrict development to one residence and accessory structures within a two-acre building envelope and protect the property’s open space values. Staff recommends approval.

Background Information

The property ranges from 7,680 to 8,640 feet in elevation and consists of mixed conifer forests, lower montane meadows and intermittent streams. It is adjacent to the Truth Consciousness conservation easement property to the north, and to US Forest Service land to the west and south.

Recognizing the unique open space values of the property, the Geesamans approached the county about protecting it with a conservation easement. The Geesamans will donate the conservation easement to the county, and the county will pay transaction fees related to the transaction.

Deal Description

The conservation easement will extinguish three development rights and limit the property to one 4,000 square foot residence and no more than 5,000 square feet of structures accessory to the permitted uses on the property, all to be clustered within a two-acre building envelope. The exact shape of the building envelope must be approved by Parks & Open Space staff at a future date when the owner proposes building locations. The two-acre envelope must include the building envelope location point generally depicted on the attached map. By limiting the uses and development on the property, the conservation easement will protect the wildlife habitat, flora and fauna, natural resources and scenic values of the property.

Acquisition Summary

Boulder County will acquire these interests:

- 137-acre conservation easement.
- 3 building rights will be extinguished; landowner will retain 1 building right.

Mineral rights were reserved by the United States in the patent for the property; however, no mining claims were ever perfected that could affect the surface of the property.

Potential Uses

The property will not be open to the public because it is privately owned. Although the county is acquiring a conservation easement interest in the property, it will remain in private ownership and will be managed by the landowner. The landowner's property uses will be restricted by the terms of the conservation easement, which are designed to protect the property's conservation values.

Boulder County Comprehensive Plan Designations

The Boulder County Comprehensive Plan (Comp Plan) provides information about the area's agricultural, cultural, environmental, and other open space resources (including passive recreation, community buffers, and scenic viewsheds). Maps in the Comp Plan indicate the following designations of these resources near the property: the Fourmile Creek/Bald Mountain Environmental Conservation Area, a Rare Plant Area, a Significant Natural Community, and a View Protection Corridor with a medium ranking of 0.89 (on a scale of 0-5 with 5 being the highest) as designated by the Comp Plan.

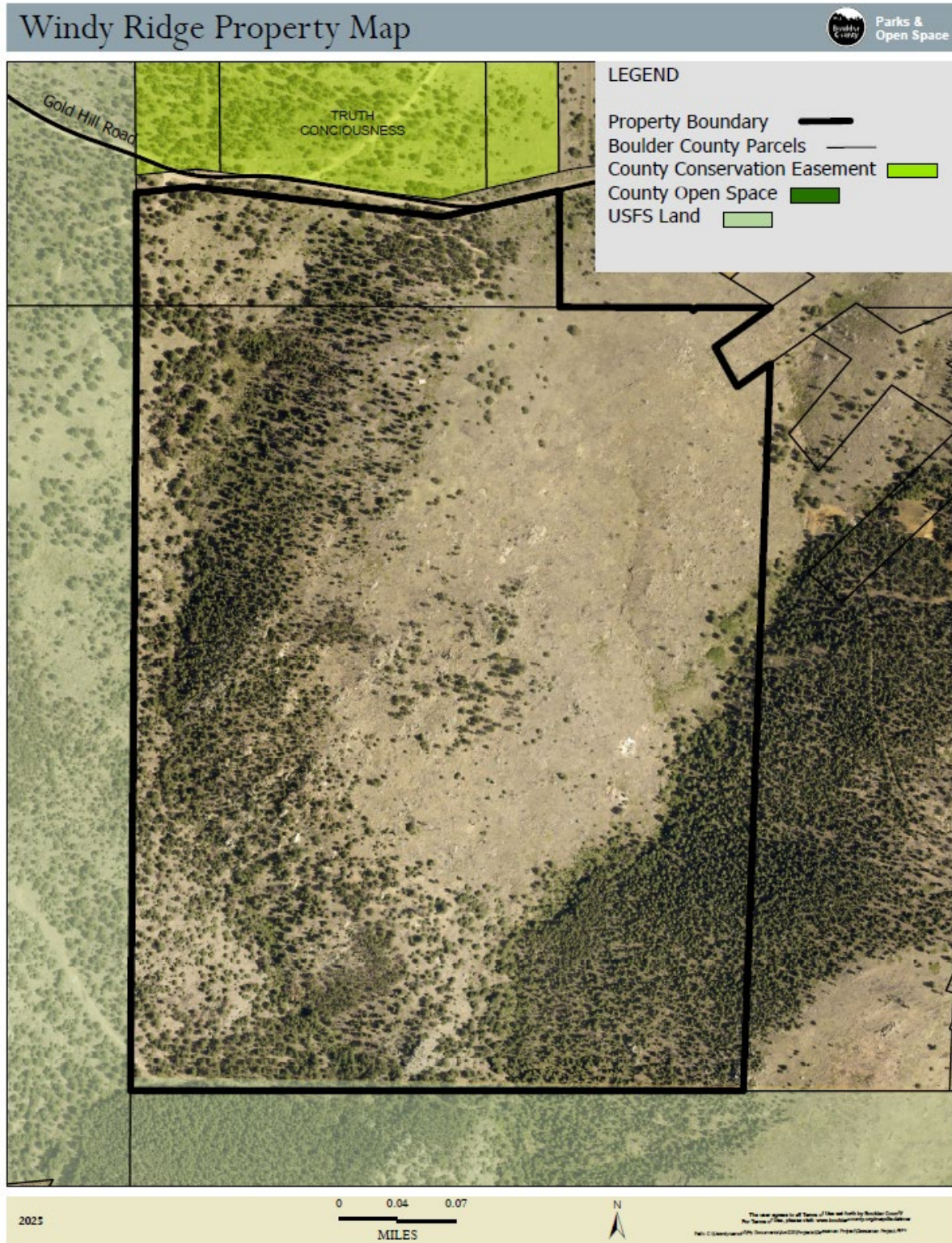
Staff Recommendation

Staff recommends accepting this donated conservation easement. By restricting development as described above, the conservation easement will ensure that the property remains an important habitat connector between adjacent and nearby conserved lands.

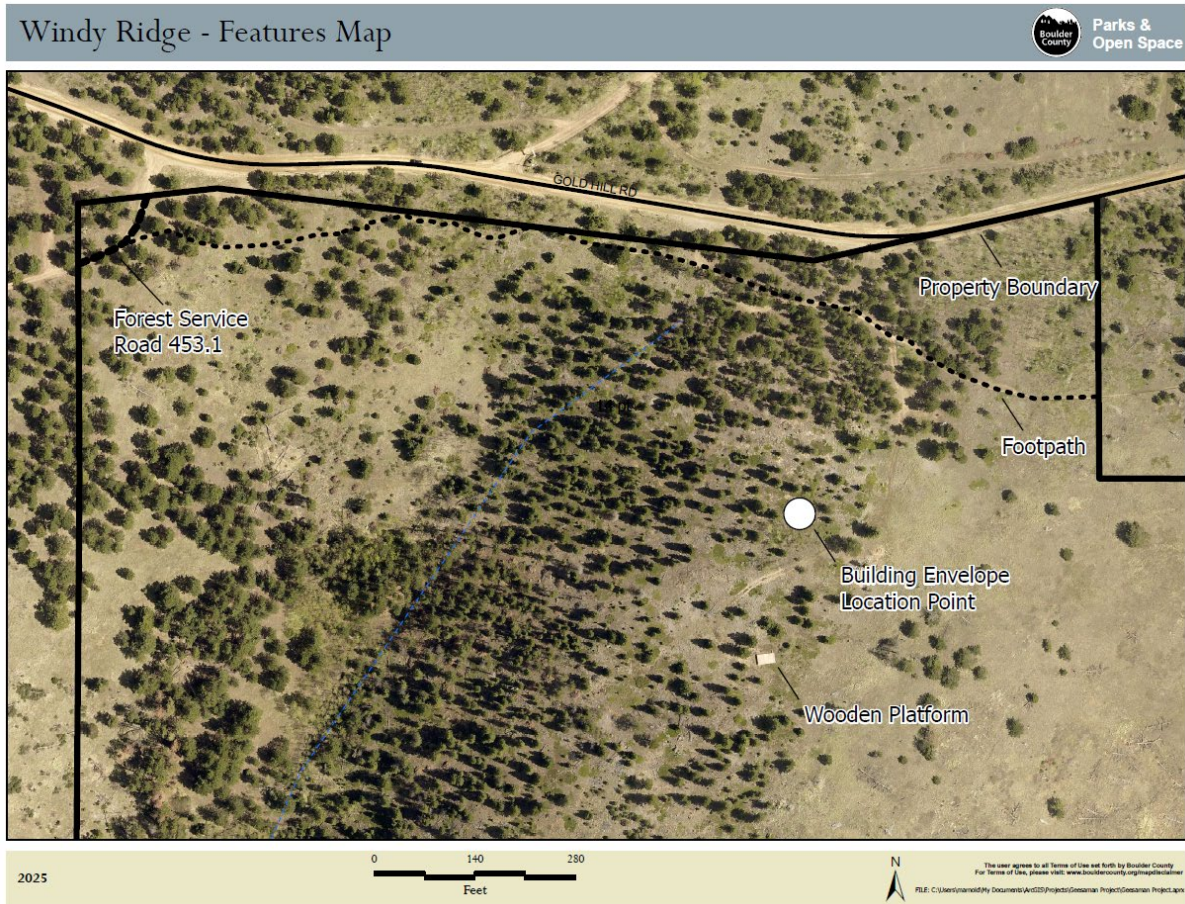
BOCC Action Requested

Approve the request as described above and as verbally presented by staff, if applicable.

Close-Up Map:



Features Map with Building Envelope Location Point:



BOULDER COUNTY CONTRACT

SUMMARY	
Contract Identification	
Oracle Contract Number	304114
Contract Name	Workplace Resource - PW - BCBS - ASF Furniture Purchase and Install
County Information	
Office or Department	Public Works
Division/Program	Building Services
Mailing Address	PO BOX 471, Boulder, CO 80306
Project Manager Name and Email	Beth Perry bperry@bouldercounty.gov
Contact Name and Email	Laura Konersman lkonersman@bouldercounty.gov
Office or Department Accounting Email	pwinvoices@bouldercounty.gov
Vendor Information	
Vendor Legal Name	A2M2SEEN LLLP
Vendor Other Name	Workplace Resource <input checked="" type="checkbox"/> COI <input type="checkbox"/> DBA <input type="checkbox"/> W-9
Vendor Business Address	9600 W 40th Ave, Denver, CO 80238
Vendor Mailing ("Remit to") Address	9600 W 40th Ave, Denver, CO 80238
Vendor Signer Name and Email	Tim Vaniddekinge tim.vaniddekinge@wrcolo.com
Vendor Contact Name and Email	Tim Vaniddekinge tim.vaniddekinge@wrcolo.com
Vendor Invoicing Email	tim.vaniddekinge@wrcolo.com
Contract Dates	
Authorization to Start Work	Upon Execution of Contract
End Date	12/31/2025
Contract Amount	
Contract Not to Exceed	\$ 648,657.43
Highest Annual Amount	\$ 648,657.43
<i>Pricing details, including annual limits, if any, detailed in Exhibit B</i>	
Contract Documents	
<input checked="" type="checkbox"/> Exhibit A: Insurance Requirements <input checked="" type="checkbox"/> Exhibit B: Scope of Work and Pricing Details <input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____ <input type="checkbox"/> Exhibit F: _____	

Funding Source Information	
Funding Source for Contract	Boulder County Funds
Fund Availability	N/A
OFS# for Associated Revenue Contract(s)	
Procurement Details – County Internal Use Only	
Procurement Process	Formal Procurement Number Provided (award info attached in supporting documents)
Formal Procurement Number	RFP 097-24
Award Date	2/18/2025
Does this include new FTE's or require additional budget approval?	No
Accounting Details – County Internal Use Only	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Public Works ("County") and A2M2SEEN LLLP ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that contractor-drafted documents, if any are incorporated, contain any obligations placed upon County and not otherwise contained in this Contract. In the event of any conflict between any **Contract Documents** incorporated into this Contract, the language shall be interpreted in favor of the County.
2. Authorization to Start Work:

Contractor may commence work upon execution of this Contract (date of last required signature) unless a later date is otherwise specified in Exhibit B – Scope of Work.

3. Scope of Work: The Scope of Work is defined in Exhibit B – Scope of Work, which is incorporated by reference (“**Work**”). Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the **Work**. Contractor will perform all **Work** (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill, and diligence for the type of work being performed, and (d) in strict accordance with the Contract. For solicitations conducted by formal procurement, the following are incorporated by reference: specifications in the formal procurement and the Contractor’s response to the specifications to the extent that they are responsive to the specifications.

4. Time to Complete Work: Contractor must complete all **Work** before the **End Date** of this Contract and in compliance with any additional timing requirements identified in Exhibit B – Scope of Work. Any extension of the **End Date** requires a written amendment, which may require the approval of the Board of County Commissioners, the County Administrator, or County Department Heads/Elected Officials. Any amendment may require the Contractor to provide a then-current Certificate of Insurance to the County that complies with the Insurance Requirements identified in Exhibit A of this Contract.

5. Payment for Work Performed: In consideration of the **Work** performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Not to Exceed** amount identified above to Contractor in accordance with the **Contract Documents**.

6. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any part of the **Work** performed in the prior calendar month. All invoices submitted require the following components: Contractor’s name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, “Bill to: Boulder County” language, payment remittance address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Office or Department Accounting Email** in the **Summary**. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract will relieve County of its obligation to make timely payment. Further, County will have no liability for any financial obligations under this Contract if Contractor fails to submit an accurate invoice to the County by January 15th of any calendar year for Work performed in the previous calendar year. County may recoup any damages incurred because of Contractor’s failure to submit invoices pursuant to the terms of this paragraph. County’s acceptance or payment of an invoice will not constitute acceptance of any **work** performed under this Contract.

7. No Additional Services: In order for Contractor to provide additional services for additional compensation beyond the initial **Contract Not to Exceed** amount, the Parties must first execute a written amendment before the then-current **End Date**. A written amendment may require the approval of the Board of County Commissioners, the County Administrator, or County Department Heads/Elected Officials. If necessary, the written amendment will incorporate an updated Scope of Work and/or updated Insurance Requirements.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the **Work** strictly for the purposes of minimizing inconvenience to the County and interference with County operations.

9. **Indemnity:** Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein. In addition, Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

10. **Nondiscrimination:** Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. **Information and Reports:** Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination

- a. Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.
- b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the duration of the Contract. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.
- c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **End Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the **End Date** or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **End Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for **Work** satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract, including in Exhibit B – Scope of Work), which shall survive expiration or termination of this Contract:

- a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

- b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.
 - c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.
 - d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.
17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.
18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.
19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact Name and Email** specified in the **Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.
20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to:
- a. C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000);
 - b. C.R.S. § 8-17-101 et seq.;
 - c. C.R.S. § 18-8-301, et seq.;
 - d. C.R.S. § 18-8-401, et seq.; and
 - e. C.R.S. §§ 24-85-101, et seq., C.R.S.. Specifically, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

21. No Suspension or Debarment: Contractor certifies and warrants for the duration of the **Work** and the duration of the Contract, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.
22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.
23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.
24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
25. No Waiver: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.
27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary Department or Office is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
 - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Except as otherwise specified in Exhibit B – Scope of Work, Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
33. Litigation Reporting: Contractor represents that Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action or initiates any action impacting this Contract or the Work contemplated by this Contract.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary Department or Office and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.
36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.
37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.
39. Limitation on Public Statements and Lobbying Activity. Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation
40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.
41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. Insurance: Prior to commencing the **Work**, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage for each type of insurance identified in Exhibit A. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Contact Name and Email** listed in the **Summary**.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below. This Contract is effective upon signature.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contractor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initial of EO/DH</i>
Attestor Name:	
Attestor Title:	

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** If applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; **(2)** the Small dollar Grant Award document; **(3)** these terms and conditions (including, if applicable, Addendum 1 below); and **(4)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) “Award”** means an award by a Recipient to a Subrecipient; **(b) “Budget”** means the budget for the Work described in this Agreement; **(c) “Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) “UCC”** means the Uniform Commercial Code in CRS Title 4; **(e) “Effective Date”** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) “Federal Award”** means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g) “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient; **(h) “Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) “Matching Funds”** mean the funds provided by the Grantee to meet cost sharing requirements

State of Colorado Small Dollar Grant Award Terms and Conditions

described in this Agreement; (j) “**Recipient**” means the State agency identified on the face of the Small Dollar Grant Award; (k) “**Subcontractor**” means third parties, if any, engaged by Grantee to aid in performance of the Work; (l) “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the “Super Circular,” which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and (n) “**Work**” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s performance of its obligations

State of Colorado Small Dollar Grant Award Terms and Conditions

under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

- 8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
- 9. Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.
- 10. Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 11. Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.
- 12. Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
- 13. Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
- 14. Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

State of Colorado Small Dollar Grant Award Terms and Conditions

- 15. Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
- 16. Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
- 17. Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- 18. Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
- 19. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
- 20. Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.
- 21. Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties

State of Colorado Small Dollar Grant Award Terms and Conditions

receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

- 22. Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 23. Indemnification. [Not Applicable to Inter-governmental agreements]** Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.
- 24. Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
- 25. Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Grantee. All insurance policies secured or

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maintained by Grantee in relation to this Small Dollar Grant Award shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

- 26. Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.
- 27. Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.
- 28. Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.
- 29. Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall,

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however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

- 30. Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
- 31. Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
- 32. Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**
- 33. Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
- 34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial

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action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

ADDENDUM 1: Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a) “CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(f) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g) “State Fiscal Rules”** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) “State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any

ADDENDUM 1: Additional Terms & Conditions for Information Technology

material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-

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37.5-401 through 406 and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform

ADDENDUM 1: Additional Terms & Conditions for Information Technology

such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.* In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification [PII Individual Certification Form](#) or [PII Entity Certification Form](#) [Download form from Hyperlink] on an annual basis and Grantee's duty shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

ADDENDUM 1: Additional Terms & Conditions for Information Technology

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software

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Additional Terms & Conditions for Information Technology

is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

IF ANY PART OF THIS PO HAS BEEN FUNDED, IN WHOLE OR IN PART, WITH FEDERAL FUNDS, THE FOLLOWING PROVISIONS SHALL ALSO APPLY TO THIS PO.

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 2.1.7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient or a Contractor funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. Subrecipient also means Grantee.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee or Subrecipient at <https://sam.gov/content/home>.
- 2.1.18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

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- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. TOTAL COMPENSATION.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Subrecipient received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
 - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM **for each** Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 - 8.1.2. To Recipient. A Subrecipient shall report to its Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 9.5. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. REQUIRED PROVISIONS FOR SUBRECIPIENT WITH SUBCONTRACTORS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
 - 12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
 - 12.1.2. For contracts with Subcontractors – Include the terms in [the Contract Federal Provisions Exhibit](#).

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

ADDENDUM 2: Additional Terms & Conditions for Federal Provisions

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

BOULDER COUNTY CONTRACT AMENDMENT

AMENDMENT SUMMARY	
This amendment makes changes to the following terms:	
<input type="checkbox"/> Contract Dates <input checked="" type="checkbox"/> Contract Amount <input checked="" type="checkbox"/> Scope of Work and/or Pricing Details	
Contract Identification	
Oracle Contract Number	302867 Version Number 6
Contract Name	OZ Architecture - PW - BCBS - Architectural Services for Emergency Response Building
Amendment Number	5
Amendment Effective Date	<input checked="" type="radio"/> Upon signature <input type="radio"/>
Version Description	East Wall PreCast Revision adding \$20,720 to the contract amount
County Information	
Office or Department	Public Works
Division/Program	Building Services
County Contact Name and Email	Laura Konersman, lkonersman@bouldercounty.gov
Vendor Information	
Vendor Legal Name	Oz Architecture, Inc.
Vendor Other Name	<input type="checkbox"/> COI <input type="checkbox"/> DBA <input type="checkbox"/> W-9
Vendor Contact Name and Email	David Schafer, dschafer@ozarch.com
<input type="checkbox"/> Contract Dates	
New End Date	
<input checked="" type="checkbox"/> Contract Amount	
Contract Not to Exceed Amount of current Contract plus all signed amendments	\$ 1,458,064.00
Amendment Amount	\$ 20,720.00
New Contract Not to Exceed	\$ 1,478,784.00
New Highest Annual Amount	\$ 1,478,784.00
<input checked="" type="checkbox"/> Scope of Work and/or Pricing Details	
All changes to scope of work and/or pricing details are contained in Exhibit B.	
Additional Contract Documents	
Check all that apply:	
<input checked="" type="checkbox"/> Exhibit A: Insurance Requirements <input checked="" type="checkbox"/> Exhibit B: Scope of Work and Pricing Details <input type="checkbox"/> Exhibit C: Boulder County Data and Cyber Security Requirements <input type="checkbox"/> Exhibit D: _____ <input type="checkbox"/> Exhibit E: _____	

County Internal Use Only	
Procurement Details	
Procurement Process Followed Prior to this Amendment	Bid Number Provided (award info attached in supporting documents)
Does this amendment change the procurement process the contract must follow due to an increase in amount or timeframe?	No
Accounting Details	

This AMENDMENT ("Amendment") to the above-referenced Contract ("Contract") is entered into between the Board of County Commissioners of Boulder County on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of Public Works ("County") and

Oz Architecture, Inc. ("Contractor" or "Vendor"). County and Contractor are each a "Party," and collectively the "Parties."

1. INCORPORATION OF AMENDMENT SUMMARY

The **Amendment Summary** and **Additional Contract Documents**, if any are listed, are incorporated into the Contract by reference.

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment is effective and enforceable on the later of (a) the date it is fully executed by both parties or (b) the **Amendment Effective Date** (if any).

3. LIMITS OF EFFECT

The Contract and all prior amendments, if any, remain in full force and effect except as specifically modified by this Amendment.

4. MODIFICATIONS

The Contract Documents are updated to include any **Additional Contract Documents** where the corresponding box is checked above.

The Contract is also modified to the extent that a corresponding box is checked below:

- Contract Dates.** The end date of the Contract is changed to the **New End Date** identified in the Amendment Summary.
- Contract Amount.** The Contract Not to Exceed amount is amended so that the total cost of all work performed under the Contract must not exceed the **New Contract Not to Exceed** identified in the Amendment Summary.
- Scope of Work and/or Pricing Details.** The Scope of Work and/or Pricing details are amended as indicated in Exhibit B and new insurance requirements, if any, are identified in Exhibit A to this Amendment.

5. CONTRACT TERMS. The following terms are added to the Contract to the extent not previously included:

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Contractor is subject to C.R.S. §§ 24-85-101, et seq., C.R.S. Specifically, Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The County may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103(2.5), C.R.S.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the latter day and year indicated below.

SIGNED for and on behalf of Board of County Commissioners of Boulder County	SIGNED for and on behalf of Oz Architecture, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓For Board-signed documents only↓↓	
Attest Signature:	<i>Initial of EO/DH</i>
Attestor Name:	
Attestor Title:	

NON-PROCUREMENT DOCUMENTS ONLY
ROUTING COVER SHEET

Document Details	
Document Type	Grant Application
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Sheriff
Division/Program	Operations - Victims Assistance
Mailing Address	5600 Flatiron Pkwy Boulder CO 80301
Contract Contact	Pam Thompson pthompson@bouldercounty.gov
Invoice Contact	sheriffinvoices@bouldercounty.gov
Other Party Contact Information	
Name	Department of Public Safety, Division of Criminal Justice
Mailing Address	700 Kipling St. Denver, CO 80215
Contact 1- <i>Name, title</i>	Meghan Hartvigson-McIntyre Grants Program Manager
Contact 1- <i>email</i>	meghan.hartvigson-mcintyre@state.co.us
Contact 2	
Term	
Start Date	1/1/2026
Expiration Date	12/31/2026
Brief Description of Work/Services Provided	
Victims of Crime Act (VOCA) Program allows agencies to support victims of crime	
Revenue Contract/Lease Details	
Amount	
Fixed Price or Not-to-Exceed?	
Grant Details	
Award # (if any)	
Signature Deadline	

NON-PROCUREMENT DOCUMENTS ONLY

Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	
Amount: State Funds	158,463.00
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
Total Project Budget	
Account String	
Federally Funded Grants	
Federal Program Name	
CFDA #	
Subrecipients	
Name(s)	
Services to be Provided	
Subaward Amount	
Subcontractors	
Name(s)	
Services to be Provided	
Subcontract Amount	
FileNet Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	

NON-PROCUREMENT DOCUMENTS ONLY

Notes

Additional information not included above

DocuSign Approvals (Initials):

_____ **Paralegal** (if required)

APG _____ **County Attorney** (if required) ^{apg}

_____ **Risk Management** (if required)

CB _____ **Finance** (if required)

CW _____ **EO/DH** (if required)

Boulder County Commissioners

ATTEST:

Marta Loachamin

Matthew Ramos

CY 2026 Crime Victim Services (CVS) Grant Program Funds Application

1) Applicant Information

Agency Name:

Project Title:

2) Source of Funding (select one)

For more information on each source of funding including: the purpose areas, eligibility for funding criteria, match requirements and unallowable costs/activities, refer to the *Appendix* in the Application Instructions.

VOCA
 S.T.O.P. VAWA
 SASP

In order to receive Victims of Crime Act (VOCA) funds, the applicant agency must be in compliance with the following requirements:

- Grant-funded services will be provided to crime victims free of charge.
- The applicant agency provides direct victims services to crime victims and is operated by a public agency or nonprofit organization, or a combination of both.
- The applicant agency has a history of providing victim services (at least two years) OR has substantial funding from non-VOCA sources (i.e. VOCA funds cannot represent more than 75% of an agency's budget)
- The applicant agency uses volunteers OR is submitting a VOCA Volunteer Requirement Waiver along with their application. See the *Attachments Section* of the *Application* for more details.
- The applicant agency assists victims in accessing and applying for victim compensation.

Is your agency in compliance with the VOCA Requirements?

Yes
 No

3) Organization Type (select one)

<input type="radio"/> Nonprofit	<input type="radio"/> State Agency - Higher Education
<input type="radio"/> Tribal Government	<input type="radio"/> Local Government - DA's Office
<input checked="" type="radio"/> Local Government - City or County	<input type="radio"/> State Agency - Other

4) Type of Project

Select the option(s) that best describes the project you are applying for. You may select more than one type. The project types listed below are not a complete list of the types of projects that are able to receive VOCA funds, but include the most common project types. If you don't see an option that your project identifies with, please contact us at cvsgrants@state.co.us for help before filling out the application.

<input type="checkbox"/> Child Advocacy Center	Services for <u>Communities Impacted by Inequity</u> (If selecting this option, your project must provide culturally competent services designed to meet the specific needs of the target population) <input type="checkbox"/>
<input type="checkbox"/> Community-Based Victim Services	<input type="checkbox"/> Sexual Assault Nurse Examiner (SANE)
<input type="checkbox"/> Court Appointed Special Advocates (CASA)	Systems-Based Victim Services (Law Enforcement, District Attorney's Office, Probation) <input checked="" type="checkbox"/>
<input type="checkbox"/> Hospital Based Victim Services	<input type="checkbox"/> Other - Must explain in the box below
<input type="checkbox"/> Multidisciplinary Team (Examples include: SART, CCR, MDT, etc.)	[Empty box for explanation]

5) Project Description Section

5A) Service Delivery Area

List each county your project provides services to (e.g. Adams, Lincoln, Pueblo). If your project provides statewide services, respond "statewide".

Boulder

5B) Organizational Capacity in Service Delivery

Tell us why your agency is qualified to carry out the project. Select all that apply:

<input checked="" type="checkbox"/> Organization has experience implementing similar projects successfully	<input checked="" type="checkbox"/> Subject matter expertise of project staff
<input checked="" type="checkbox"/> Strong standing in and relationship to the community served	<input checked="" type="checkbox"/> Demographics of staff and leadership are representative of the specific cultures served
<input checked="" type="checkbox"/> Lived experiences of staff and leadership are representative of the community served	<input checked="" type="checkbox"/> Organization uses <u>culturally responsive practices</u>
<input type="checkbox"/> Only entity serving this specific-population in service delivery area	<input type="checkbox"/> Other - Use the narrative box below to add additional qualifications or provide more information on your agency's service delivery capacity

5C) Activities

Tell us about your project activities and explain how they meet the specific victim/survivor needs in your community. Project activities should be tied to the expenses requested in your budget. This section should also include:

- Information about how project activities and services will be tailored to meet the needs of communities impacted by inequity.
 - Example Bank for System-Based Agencies
 - Example Bank for Community-Based Agencies
- Information about how your project activities address unique challenges or barriers affecting project implementation (could be created by crime rates, trends, risk factors, location, system, victim types, etc.)

Our Program serves the City of Lafayette, City of Louisville, Town of Superior, Town of Lyons, Town of Jamestown, Town of Nederland, Town of Ward and unincorporated Boulder County. The Victim Assistance Program Volunteer Coordinator and Victim Specialist report to the Community Assistance Programs Director. The Boulder County Sheriff's Office is an organization that is focused on enhancing any effort to promote racial equity. As such, staff and volunteers have all completed trainings that promote cultural awareness, inclusion and inequity. We

continue to search for opportunities to enhance our knowledge and awareness for staff and program volunteers. We have engaged the Boulder County Office of Racial Equality to do an annual training with our Volunteer Advocates. Our Program Director has participated in a year long Courageous Conversations about Race course. Our Victim Specialist and Volunteer Coordinator are scheduled to take Beyond Diversity training provided by County Human Resources. Our Human Resources Department has also implemented more equitable and inclusive interview questions for hiring personnel and volunteers.

Program volunteers must pass a background check and go through an in-depth interview process that includes a pre-screening phone interview and then an interview with an interview panel made up of two to three staff and two to four current Volunteer Advocates. The volunteer advocate applicants are then reviewed by the Executive Staff for final approval to be accepted into the program before they attend our multi-agency 40-hour training. Our multi-agency training, with Boulder PD, Longmont PD and Erie PD, and Carbon Valley & Mead Victim Services Programs. The training provides a comprehensive learning experience for the new volunteers. Some of the topics covered by well versed presenters are; Colorado Victim's Rights, Victim's Compensation, domestic violence and the LAP protocols, sexual assault, death investigations, cultural competence, mental health and substance abuse issues, vicarious trauma and trauma informed approach to advocacy. In addition to the training, our Program holds monthly meetings for BCSO volunteers to continue to enhance their skills and knowledge on topics centered around victim services and cultural competency. The monthly meeting includes debriefing cases/calls with the whole team and Volunteer Advocates debrief after most On-Scene Response calls with the Supervisor on duty to debrief the call, discuss what went well, what didn't go well or any takeaways for learning opportunities.

Our Program is the only program providing victim rights information to primary and secondary victims of crime in the towns and areas of Boulder County that we serve. This is accomplished by ensuring that the law enforcement agencies we support are satisfying the Colorado Victims' Rights Act. This is accomplished by annual VRA trainings at all three law enforcement agencies and each MINI & MAGMA Academies at the Sheriff's Office, attending briefings and providing refresher trainings on VRA at briefings. Our staff and volunteers provide crisis intervention, support, information and connection to services for individuals who have experienced a crime. This includes our VRA booklets that are printed in both English & Spanish and include names and information on the DA's Office and community resources including QR codes and other contact information. Our full-time staff provide short term case management by educating victims on the criminal justice system, ensuring their victims' rights and connecting them to services that meet their individual needs.

According to U.S Census data as of July 1, 2024, the population estimate for our service area has a population of 104,564. Of the population, 76% are white, 20% Hispanic, 5% Asian, 1% Native American, and 1% African American; approximately 3% are veterans; 11% are experiencing poverty; and our agency has noticed an upward trend of individuals who are identifying in the LGBTQ+ community.

Our program also serves a large portion of mountain communities, which can be a challenge for individuals who have experienced a crime to receive services. Cell phone and Internet services are not always reliable, even nonexistent in some areas. The commute to the cities to seek services or attend court hearings can be very long and expensive.

The data recorded by our program in 2021 reflected 334 individual's race/ethnicity was *not reported* out of a total 474 victims of crime served. The introduction of the VS Tracking database we received in 2022 has greatly improved our reporting data and in 2024 out of the 758 crime victims served under the VOCA Grant 42 had no race reported.

Our Program is inclusive and serves populations who are impacted by inequities, such as individuals 65 and older, non-English speaking, minors, persons with disabilities, persons of

color, persons experiencing poverty, and individuals in the LGBTQ+ communities. Currently, we do not have bilingual staff members which can lead to language barriers and needs of victims we serve. To meet the needs of victims, we make efforts to recruit bilingual Volunteer Advocates and use translation applications. We have materials and resources specific for victims of crime of these individual communities. For example, we provide power and control wheels and other domestic violence education specific to LGBTQ+, human trafficking, teens, and individuals over 65. We have materials printed in Spanish, for non-English speaking individuals and have access to 24/7 Translation App service. In addition, we provide referrals and connections specific to each individual's needs.

The funded personnel, Volunteer Coordinator and the Victim Specialist, salaries will collectively assist 758 total victims of crime, or 65% of total served by our Multi-Agency Program during the one-year funding cycle.

Individually, the Volunteer Program Coordinator will be funded 50% to serve 265 victims of crime, and the Victim Specialist will be funded 80% to serve 493 victims of crime. These positions will provide direct services to primary and secondary victims of crime. This includes but is not limited to providing; trauma-informed crisis intervention, information and education on victim rights and the criminal justice system, community resources, connection to appropriate programs and funding, and short-term case management in person and over the phone. Each position also participates on a rotation as a Supervisor on Duty with other Program staff.

We hold two recruitment opportunities annually for new volunteer advocates to join our team (Spring and Fall) and provide a multi-agency 40-hour training in the Spring and Fall. Historically our program typically brings on 10 new advocates per year. However, we are increasing our recruiting activities to include more social media recruiting and participation at community festivals and we have a goal of increasing our Volunteer Advocate numbers from 35 to 60 by the end of 2026.

We provide on scene identification apparel for our new volunteers. This allows them to be identified by the law enforcement agencies we partner with, and it also helps primary and secondary victims identify who their advocates are. Due to budget cuts no apparel is in the budget to be purchased in 2025. It will be important to update and restock our apparel in 2026.

5D) Collaboration

Tell us how your organization works with other groups and the community to enhance and increase the impact of your project's activities. Select all that apply:

<input checked="" type="checkbox"/> Formal or informal partnerships (MOUs, shared grant proposals, etc.)	<input type="checkbox"/> Formal or informal partnerships with <u>culturally specific organizations</u> (MOUs, shared grant proposals, etc.)
<input type="checkbox"/> Cost-sharing initiatives (shared staff, co-locating office spaces, donated office space, etc.)	<input checked="" type="checkbox"/> Multi-disciplinary teams (SART, MDT, CCR, etc.)
<input checked="" type="checkbox"/> Cross training of other agencies at low or no-cost	<input type="checkbox"/> Other - Use the narrative box below to elaborate or add other initiatives missing from the available options

6) Victim Services Project Data

Table 6A: Crime Types

Enter the number of primary victims and secondary victims to be served by grant-funded personnel during the 12-month project. See Instructions on how to estimate numbers of victims.

Est. # Victims	% of Victims	Type of Crime	Est. # Victims	% of Victims	Type of Crime
		Child Abuse	2	0%	Bullying (Verbal, Cyber or Physical)
108	9%	Child Physical Abuse or Neglect	93	8%	Burglary
		Domestic and Family Violence	4	0%	Child Pornography
235	20%	Domestic and/or Family Violence	3	0%	Hate Crime: Racial/Religious/Gender/Sexual Orientation/Other
		Sexual Assault	0	0%	Human Trafficking: Labor
70	6%	Child Sexual Abuse/Assault	1	0%	Human Trafficking: Sex
18	1%	Adult Sexual Assault	3	0%	Kidnapping (noncustodial)
		Underserved	1	0%	Kidnapping (custodial)
		Underserved - Violent Crimes	0	0%	Mass Violence (domestic/international)
215	18%	Adult Physical Assault (includes Aggravated and Simple Assault)	5	0%	Other Vehicular Victimization (Examples: Hit and Run)
2	0%	Adults Sexually Abused/Assaulted as Children	56	5%	Stalking/Harassment/Menacing
0	0%	DUI/DWI Incidents	4	0%	Teen Dating Victimization
15	1%	Elder Abuse or Neglect	0	0%	Terrorism (domestic/international)
4	0%	Robbery	316	26%	Other (Explain) At Risk Youth/Elderly; Menacing; Criminal Mischi
8	1%	Survivors of Homicide Victims	Other, Nonviolent crimes		3%
		Underserved - Other Violent Crimes	38	3%	Identity Theft/Fraud/Financial Crime
3	0%	Arson	0	0%	Other (Explain)

Total Unduplicated Victims Estimated to be Served During the Grant Period = 1204

Table 6B: Types of Services

Check the service types to be provided by grant-funded personnel only; not your organization as a whole.

Type of Service	Type of Service (Continued)
Information & Referral	<input type="checkbox"/> Other therapy (Includes: traditional, cultural, or alternative healing; art, writing or play therapy, etc.)
<input checked="" type="checkbox"/> Information about the criminal justice process	<input type="checkbox"/> Individual counseling
<input checked="" type="checkbox"/> Information about victim rights, how to obtain notifications, etc.	<input type="checkbox"/> Support groups (facilitated or peer)
<input checked="" type="checkbox"/> Referral to other victim service programs	<input type="checkbox"/> Emergency financial assistance
<input checked="" type="checkbox"/> Referral to other services, supports & resources (Includes: legal, medical, faith-based, address confidentiality, etc.)	Shelter/Housing Services
<input checked="" type="checkbox"/> Assistance with victim compensation (Includes: providing brochures, gathering necessary documents for an application, completing application, etc.)	<input type="checkbox"/> Emergency shelter or safe house
Personal Advocacy/Accompaniment	<input type="checkbox"/> Transitional housing
<input checked="" type="checkbox"/> Victim advocacy/accompaniment to emergency medical care	<input type="checkbox"/> Relocation assistance (Includes assistance with obtaining housing)
<input checked="" type="checkbox"/> Victim advocacy/accompaniment to medical forensic exam	Criminal/Civil Justice System Assistance
<input checked="" type="checkbox"/> Law enforcement interview advocacy/accompaniment	<input checked="" type="checkbox"/> Notification of criminal justice events
<input checked="" type="checkbox"/> Individual advocacy (Includes: assistance applying for public benefits, return of personal property)	<input type="checkbox"/> Victim impact statement assistance
<input type="checkbox"/> Performance of medical or nonmedical forensic exam or interview, or medical evidence collection	<input type="checkbox"/> Assistance with restitution (Includes: assistance in requesting and when collection efforts are not successful)
<input type="checkbox"/> Immigration assistance provided by an advocate (Includes: U-visas, T-Visa, and other immigration relief)	<input type="checkbox"/> Civil legal assistance in obtaining protection or restraining order
<input checked="" type="checkbox"/> Intervention with employer, creditor, landlord, or academic institution	<input type="checkbox"/> Civil legal assistance with family law issues (Includes: Custody, visitation or support)
<input checked="" type="checkbox"/> Child or dependent care assistance - includes coordination of services	<input type="checkbox"/> Other emergency justice-related assistance
<input type="checkbox"/> Transportation Assistance- includes coordination of services	<input type="checkbox"/> Immigration assistance provided by an attorney or paralegal
<input type="checkbox"/> Interpreter services	<input type="checkbox"/> Prosecution interview advocacy/accompaniment (Includes accompaniment with prosecuting attorney and victim/witness)
Emotional Support or Safety Services	<input type="checkbox"/> Law enforcement interview advocacy/accompaniment
<input checked="" type="checkbox"/> Crisis intervention (in-person, includes safety planning)	<input checked="" type="checkbox"/> Criminal justice advocacy/accompaniment
<input type="checkbox"/> Hotline/crisis line counseling	<input type="checkbox"/> Other legal advice and/or counsel
<input checked="" type="checkbox"/> On-scene crisis response	

7) Measuring Impact

7A) How will your grant-funded project benefit victims/survivors in your community? (Responses should be project-specific rather than the goals of your organization as a whole.)

Victims and survivors will have immediate and expedient crisis services response from our program. Our staff and Volunteer Advocates will respond on-scene to provide emotional support, trauma-informed crisis intervention, safety planning, information and education on victim rights and the criminal justice system, community resources, connection to appropriate programs and funds. They receive VRA information in writing, in the form of our VRA Booklets that are in both English and Spanish and have QR codes imbedded in them making accessing resources easier. Victims benefit from having everything they need at their fingertips by receiving our VRA booklets. This includes names, addresses, phone numbers and websites for all three Law Enforcement Agencies our program serves; QR codes with the Virtual Courtrooms and the Bond Hearings Schedules; Protection Orders, Address Confidentiality Program and multiple community-based resources' information. In addition to the benefits of the VRA booklets victims receive a comprehensive folder, either in English or in Spanish, with information and resources specific to their crime victimization.

Providing victims/survivors to emotional support and resources can help them process their trauma & anxiety in the moment and more immediately help with their coping skills and reduce long lasting effects of post traumatic reactions and triggers.

Victims are being connected to resources that may not otherwise be available to them, or they had no knowledge of. Safety planning helps the victim/survivor to become aware of measures they can take to better protect themselves in the future. Additionally increasing their understanding the Criminal Justice process, their rights & options increases their likelihood to engage and participate while helping them become self-sufficient, therefore having more options, resource, and information to leave an abusive relationship.

Connecting victims with CVC and COVA and other resources can help lessen the financial burden incurred due to the crime they have experienced.

Our staff train our volunteer advocates and the three Law Enforcement Agencies officers/deputies on the LAP (Lethality Assessment Program) tool, procedure and the Screened-In Protocol. With this LAP Protocol, our staff & volunteers ensure that DV victims are being connected to community resources immediately and on-scene, ensuring safety plans and safe shelter are in place.

Victims have 24/7 access to our Advocates and are given written information on how to access an Advocate 24/7. This gives them peace of mind that they are not alone and access to answers and resources anytime day or night.

Victims have the option to have a Victim Advocate present for LE interviews, at hospitals to be with & support them before and after forensic exams. This can help reduce stress, anxiety, and fear the victim is experiencing.

Our staff will do follow up outreach to the victims of crime when Advocates were paged out to the scenes. Our staff and our Outreach Volunteer Advocates will reach out to victims where Advocates were not paged out and ensure they have VRA booklets and understand their rights. Advocates will answer any questions and explore the victims individual needs to ensure all needed resources, connections, and weblinks are provided. This is not limited to but includes Veterans Administration contact info and links to Veterans benefits; Burial Assistance Program link and application; Safe Child Support application process for DV (Domestic Violence) victims; safe parenting communication apps; links and resources to financial assistance programs and foodbanks etc. Victims will receive updated Court information including any scheduled court dates, judge assigned to the case in CoCourts, Mandatory Protection Orders information, and will be given contact information for the DA's Office Victim Witness Program and their Victim Specialists.

Having ample assistance with all the above, can give them more room to focus on healing/moving forward while feeling empowered to make choice and regain control

7B) What methods will you use to know if your project is providing the benefits you listed above? (check all that apply):

<input checked="" type="checkbox"/> Client Surveys	<input checked="" type="checkbox"/> Client Testimonials
<input type="checkbox"/> Client-Defined Goals	<input type="checkbox"/> Listening Sessions / Focus Groups
<input type="checkbox"/> Partner Agency Surveys	<input type="checkbox"/> Pre- and Post-Tests
<input type="checkbox"/> Specific Tools (e.g. <u>MOVERS</u>):	Improve-tool@rti.org
<input checked="" type="checkbox"/> Other Evaluation Methods:	Improve Survey tool (Improve-tool@rti.org)

7C) How will you use the information collected (from the methods above) to improve your project?

We will assess feedback that we receive and run quarterly reports in the iMPRoVE survey tool to enhance service delivery by identifying strengths and challenges. Give victims & survivors a (confidential) voice about their experiences with our services and resources and how they are delivered. Demonstrates we are making a difference for victims & survivors with empirical data. Provides us with the data and awareness of when we need to redirect less successful practices by identifying areas to improve.

Total 12-Month Budget

Personnel Budget

For each position being requested, list: the position title, name of the employee (if available), and total number (#) of hours per week this position works for the agency (cannot exceed 40 hours per week). This includes hours paid by your agency from all sources of funding, not only CVS grant funds being requested.

In the **Additional Funding for Position** box, list the funding sources that will support this position in addition to your CVS Grant request. List the actual, anticipated or estimated percentages next to each funding source (e.g. State VALE (25%), Local County Funds (10%) and General Operating Funds (15%).

In the **Calculation** box, detail what is included in the fringe per position (e.g. Fringe consists of health, vision, dental insurance, retirement contribution, payroll fees, FICA, unemployment insurance, and payroll taxes) and any other relevant information related to the request.

In the **Narrative** box, explain the need for the position requested and how it ties to your grant requested project as described in your Activities section. See the Application Instructions for more information to complete your budget.

Position 1

Position Title:	Volunteer Coordinator		
Employee Name:	Shana Epler		
Total # hours per week position works for the agency (max= 40 hrs):	40		
	Annual Budget (12 Months)	% to be paid by the Grant	Amount to be paid by the Grant (12 months)
Salary:	\$79,801.72	50.00%	\$39,900.86
Fringe/Benefits:	\$30,324.50	50.00%	\$15,162.25
Additional Funding for Position:	Boulder County General Operating Fund 50%		\$55,063.11
Calculation:	Benefits include payroll fees, unemployment insurance & payroll taxes, and Vacation leave, Medical leave, Caregiver Leave - if qualify, FMLA leave - if qualify, Military leave - if qualify, Workman's Comp, FICA, Long and Short Term Disability, PERA pension & Social Security contributions, Medical, Dental & Vision if signed up for it and there are other optional benefits such as Life Insurance, Accident &/or Hospital coverage plans,		

and HSA, etc that an employee can sign up for.

Narrative: This is an existing position. The Program Volunteer Coordinator is responsible for the supervision of the volunteers. This includes but is not limited to managing the On Scene response calendar, supervising all program volunteers, recruits, interviews and trains new volunteer advocates, maintains statistical data for CVS requirements and provides direct services to primary and secondary victims of crime. The Program Volunteer Coordinator participates on a rotation as a Supervisor on Duty with other VA staff. This position works full-time, 40 hours a week. This request includes a 3% COLA for salary in 2026 and the Boulder County benefits package is 38% of salary.

Position 2

Position Title: Victim Specialist

Employee Name: Michelle Lopez

Total # hours per week position works for the agency (max= 40 hrs): 40

	Annual Budget (12 Months)	% to be paid by the Grant	Amount to be paid by the Grant (12 months)
Salary:	\$82,708.79	80.00%	\$66,167.03
Fringe/Benefits:	\$31,429.42	80.00%	\$25,143.54
Additional Funding for Position:	Boulder County General Operating Fund 20%		\$91,310.57

Calculation: Benefits include payroll fees, unemployment insurance & payroll taxes, and Vacation leave, Medical leave, Caregiver Leave - if qualify, FMLA leave - if qualify, Military leave - if qualify, Workman's Comp, FICA, Long and Short Term Disability, PERA pension & Social Security contributions, Medical, Dental & Vision if signed up for it and there are other optional benefits such as Life Insurance, Accident &/or Hospital coverage plans, and HSA, etc that an employee can sign up for.

Narrative: This is an existing program position. The Victim Specialist provides direct services to primary and secondary victims of crime. This includes but is not limited to providing; trauma-informed crisis intervention, information and education on victim rights and the criminal justice system, community resources, connection to appropriate programs and funds, and short-term case management in person and over the phone. The Victim Specialist participates on a rotation as a Supervisor on Duty with other VA staff. This position works full-time, 40 hours a week. This request includes a 3% COLA for salary in 2026 and the Boulder County benefits package is 38%

of salary.

Add another personnel position

Delete last personnel position

Total Personnel Budgeted:

\$146,374.00

Supplies & Operating Budget (use whole numbers)

All supplies and operating requests must be specific, itemized costs related to the requested project and cost less than \$10,000 per item. List items by major type (e.g., office supplies, computer software, registration fees for training/conferences, rent, phone, etc.). General, non-project related expenses can be supported by indirect funds.

In the **Calculation box**, show us how the total to be paid by the grant was determined and show the basis for the calculation.

In the **Narrative box**, explain the need for the supply and operating expense requested and how it ties to your grant requested project as described in your Activities section. See the [Application Instructions](#) for more information to complete your budget.

List Supplies & Operating Expense	Total to be Paid by the Grant for 12 Months
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VST - Victim Services Tracking database	\$5,316.86
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Calculation:	CY25 \$5,162 x3% = \$154.86 = \$5316.86
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Narrative: Continued funding for the annual fee for a Victim Services database, that was acquired in 2022, is requested for CY2026. This database houses and organizes our cases and victims of crime in an effective and efficient manner allowing us to measure areas of improvement and growth potential. Prior to obtaining the database our program was using an excel spreadsheet which proved to be quite ineffective for running reports or measuring the effectiveness of the program. The VST database allows the program to record VOCA specific information and run VOCA specific reports to accurately report stats for VOCA Grant reporting purposes. And, most importantly, allows for more organization to ensure more effective case management for victims of crime in our community. This specific database carries an annual fee, with a 3% increase each year.

List Supplies & Operating Expense	Total to be Paid by the Grant for 12 Months
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Printing Victims Rights Booklets	\$3,022.00
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Calculation:	CY25 - 1500 Booklets \$2,934 x 3% is 88.02 = \$3,022.00
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Victim Rights Booklets: We have our Booklets printed in English and Spanish to

Narrative:	ensure high quality services to marginalized victims. This is a continued request for printing in in CY2026. These booklets ensure that the three Law Enforcement agencies that our program provides VRA services to are in compliance with Colorado VRA statue. In addition to compliance, this booklet provides victims our program contact information and information on services in our community. Our Multi- Agency Victim Assistance Program, which serves multiple law enforcement agencies within Boulder County, is not provided cost assistance for the printing of these booklets.	
	List Supplies & Operating Expense	Total to be Paid by the Grant for 12 Months
	COVA Conference	\$2,700.00
Calculation:	CY24 COVA registration fee \$525 x 3% is 15.75 increase= \$540 x5 participants = \$2,700	
Narrative:	Ongoing staff and Volunteer Advocate training and development is crucial for the continued knowledge & skill development of our program staff and volunteers. We were able to send one staff and four volunteers to the 2024 COVA conference. We do not anticipate sending anyone in 2025 due to no earmarked funding to do so. It will be important to send both volunteers and staff to the 2026 COVA conference for enhanced training skills and knowledge.	
	List Supplies & Operating Expense	Total to be Paid by the Grant for 12 Months
	On-Scene Advocate Identification Apparel	\$1,050.00
Calculation:	The program needs 30 fleece vest/jackets at \$35 each. 30 x \$35 = \$1,050.00	
Narrative:	Shirts or vests with the Sheriff's Badge logo and Victim Advocate title is an ongoing purchase need. Newly recruited and trained advocates wear the shirts or vests to create easy identification on scene for first responders and victim/survivors. During CY23-CY24 we purchased 33 at \$20.30 each polo shirts for the allotted \$666. No apparel is being purchased in CY2025 due to funding cuts and no funding allocated to this expense. Our bi-annual recruitment and training brings on multiple volunteers a year. The program has some recycled fleece vests and jackets for Advocates to wear in colder temperatures. However, we do not have enough for the number of new recruits brought on in 2025 nor will we have any for the new recruits brought on in 2026.	
	Add another supply item	Delete last supply item
Total Supplies & Operating Budgeted:		\$12,089.00

Travel Budget

Travel expenses should be itemized by purpose (e.g., mileage to attend training sessions, mileage to transport clients, travel costs to attend conferences, etc.) with mileage, lodging and per diem on separate lines. Tuition and registration fees for conferences should be listed as supplies & operating expenses, not travel expenses.

In the **Calculation box**, show us how the total to be paid by the grant was determined and show the basis for the calculation including agency mileage, per diem, and actual/estimated hotel rates.

In the **Narrative box**, explain the need for the travel expense requested and how it ties to your grant requested project as described in your Activities section. See the [Application Instructions](#) for more information to complete your budget.

List Itemized Travel Expense (Transportation, Per Diem, etc.)	Total to be Paid by the Grant for 12 Months

Calculation:

Narrative:

Total Travel Budgeted:

Equipment Budget

Equipment is defined as a durable, single item costing \$10,000 or more with a useful life of over one year.

In the **Calculation box**, show us how the total to be paid by the grant was determined and show the basis for the calculation.

In the **Narrative box**, explain the need for the equipment expense requested and how it ties to your grant requested project as described in your Activities section. See the [Application Instructions](#) for more information to complete your budget.

List Itemized Equipment Cost (durable, single item \$10,000 and over)	Total to be Paid by the Grant for 12 Months

Calculation:

Narrative:

Total Equipment Budgeted:

Consultants/Contracts Budget

List consultants or independent contractors who will provide services under the proposed grant. Installation costs associated with supplies and operating and/or equipment purchases should be included in the Consultants/Contracts category. Generally, a consultant is an independent contractor or an outside professional who offers their contracted services to the public at large, who controls their own work, does not require training, pays their own taxes, and has their own liability and worker's compensation insurance. Subawards should be included in this section as well.

In the **Calculation box**, show us how the total to be paid by the grant was determined and show the basis for the calculation (estimated number of hours x hourly rate).

In the **Narrative box**, explain the need for the consultant/contractor request and how it ties to your grant requested project as described in your Activities section. Include any additional information about the cost(s) requested you want reviewers to know. See the [Application Instructions](#) for more information to complete your budget.

List Consultants/Contracts Expense	Hourly Rate of Pay	Total to be Paid by the Grant for 12 Months
<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>

Calculation:

Narrative:

Total Consultants/Contracts Budgeted:

Indirect Budget

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. Agencies that have an approved Federal Indirect Cost Rate can use their rate; agencies that do not have a federally approved indirect cost rate, may request up to the De Minimis Rate (15% of the Modified Total Direct Cost).

If you do not have a federally negotiated indirect rate, OVP has developed an [Indirect Cost Calculator Tool](#) (Excel) to assist you with calculating your 15% de minimis rate. See the [Application Instructions](#) for more information on Indirect Costs as some expenses are not allowed in the Indirect Cost Calculation.

Indirect Cost Rate %	Indirect Cost Rate Calculation	Total Indirect to be Paid by the Grant for 12 Months
Total Indirect Budgeted:		

Grant Budget Summary

Budget Categories	Funding Budget	Cash Match	In-Kind Match	Category Totals
Personnel	\$146,374.00			\$146,374.00
Supplies and Operating	\$12,089.00			\$12,089.00
Travel				
Equipment				
Consultants/Contracts				
Indirect Costs				
Totals	\$158,463.00			\$158,463.00
Total CVS Funds:				\$158,463.00

Prioritized Expenses

The project may not be fully funded due to availability of funding. List the specific expenses that are most important to be able to complete the project in order of priority. Be as specific as possible as reviewers use this information to inform funding decisions.

- I. The two critical Supplies and Operating Expenses are Printing Victims' Rights Booklets (CY25 - 1500 Booklets \$2,934 x 3% is 88.02 = \$3,022.00) and VST - Victim Services Tracking database (CY25 \$5,162 x3% = \$154.86 = \$5316.86).**
 The booklets ensure the three LE agencies are meeting the minimum VRA statutory requirements. These are pocket sized booklets that each LE officer in the three agencies carry and give to each victim on scene. The booklets are in Spanish and English and hold all written information required.
 The database system is a critical tool that allows us to accurately gather and measure victim, crime, and services details along with accurate and detailed personal information data, including race, gender, age, and other underserved victims population data.
- II. Both Personnel Budgets are critical at the amounts requested as these were significantly cut in 2025. Boulder County Commissioners allocated a one-time County General Operating Fund budget allocation to cover the funding loss in the CY 2025. There is no guarantee there will be available funding for any additional personnel budget adjustments to allocate funding to cover CY2026 shortages. We have a small staff team with these two staff positions who complete the program work tasks and functions for our Multiagency Law Enforcement Agency Advocate Team. It is critical we maintain our current staffing numbers to adequately meet the VRA statutory requirements for our whole service area and to adequately meet the needs of our crime victims and Boulder County community members.**
- III. On Scene Identification Apparel - although this is important it is not critical as we can continue to recycle apparel as advocates move on. However, it is our goal to increase our total Volunteer Advocate totals from 35 at the start of 2025 to 60-65 by the end of CY2026. Identification apparel will be important but not critical as each staff and volunteer advocate are provided a BCSO identification badge they are required to wear on each scene.
- IV. COVA Conference Registration funding. This is a great conference, and it provides excellent training and skill building opportunities to our volunteers and to staff. However, if we can only send two or none at all , we will continue to search for free webinars and local collateral agencies to cross train our staff and volunteers in order to ensure they are receiving ongoing education opportunities.

Additional Information

Tell us any additional information that was not included in other Application questions that reviewers should know.

Attachments

The application and attachments (listed below) must be uploaded in [ZoomGrants](#) under the “Documents” tab by the deadline of 11:59 p.m. on March 17, 2025. Failure to include required attachments may affect funding decisions. Some attachments require you to use a template. Templates can be downloaded using the links below or by using the links in [ZoomGrants](#) under the “Documents” tab.

Required Attachments for All Applicants

- [Financial Management Questions \(FMQ\)](#) - download and save the template to your computer
- Application
 - Volunteer Job Description(s) - Applicants must use volunteers in some capacity within their organization to be eligible for VOCA funding or must submit the [VOCA Volunteer Requirement Waiver](#)

Additional Required Attachments based on Project-Specifics

- Organizational Chart - required if requesting personnel. Highlight grant-requested personnel and include new positions that would be added with grant funds as able.
- Job Description(s) for grant-funded personnel and personnel used as match - if applicable
- Current Federally Negotiated Indirect Cost Rate Agreement - if applicable

Certificate Of Completion

Envelope Id: 125FC18A-CA82-4870-BD3E-641ACDF44937
 Subject: Crime Victim Services (CVS) Grant Application FY 2026
 Type of Document:
 Grant Application
 Department/Office: Sheriffs Office
 Source Envelope:
 Document Pages: 23
 Certificate Pages: 3
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent
 Envelope Originator:
 Pamela Thompson
 2025 14th St
 Boulder, CO 80302
 pthompson@bouldercounty.org
 IP Address: 97.107.70.37

Record Tracking

Status: Original 3/10/2025 7:14:19 AM	Holder: Pamela Thompson pthompson@bouldercounty.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Boulder County	Location: Docusign

Signer Events

Pamela Thompson
 pthompson@bouldercounty.org
 Paralegal
 Sheriff / Operations
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signature
Completed
 Using IP Address: 97.107.70.37

Timestamp
 Sent: 3/10/2025 7:21:15 AM
 Viewed: 3/10/2025 7:21:20 AM
 Signed: 3/10/2025 7:27:34 AM

April P Gatesman
 ca@bouldercounty.org
 Boulder County
 Security Level: Email, Account Authentication (None)

APG
 Signature Adoption: Pre-selected Style
 Using IP Address: 97.107.70.37

Sent: 3/10/2025 7:27:35 AM
 Viewed: 3/13/2025 1:11:13 PM
 Signed: 3/13/2025 1:15:13 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Chelsea Brawders
 cbrawders@bouldercounty.gov
 Security Level: Email, Account Authentication (None)

CB
 Signature Adoption: Pre-selected Style
 Using IP Address: 174.65.137.161
 Signed using mobile

Sent: 3/13/2025 1:15:16 PM
 Viewed: 3/14/2025 12:36:43 PM
 Signed: 3/14/2025 12:37:05 PM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Carey Weinheimer
 cbweinheimer@bouldercounty.gov
 Undersheriff
 Security Level: Email, Account Authentication (None)

CW
 Signature Adoption: Pre-selected Style
 Using IP Address: 97.107.70.37

Sent: 3/14/2025 12:37:07 PM
 Viewed: 3/17/2025 8:06:13 AM
 Signed: 3/17/2025 8:14:35 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signer Events	Signature	Timestamp
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Pamela Thompson
 pthompson@bouldercounty.org
 Paralegal
 Sheriff / Operations
 Security Level: Email, Account Authentication (None)

Sent: 3/17/2025 8:14:36 AM
 Viewed: 3/17/2025 8:59:36 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Matthew Ramos
 38095@bouldercounty.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Marta Loachamin
 mloachamin@bouldercounty.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Matthew Ramos
 38095@bouldercounty.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sheriff Accounting Group
 sheriffaccounting@bouldercounty.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Barbara Park
 bpark@bouldercounty.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/10/2025 7:21:15 AM

Payment Events	Status	Timestamps
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Boulder County Hazard Mitigation Update Report 2024

For credit under the Community Rating System, this report must be distributed to the media and be made available to the public. Notification of the availability of the report will be sent to the media that cover Boulder County via a press release. Copies of this report and the 2022 Plan Update are available for review at the Office of Disaster Management for the City of Boulder & Boulder County or on the website (BoulderODM.gov).

For this mitigation plan, goals were defined as broad-based public policy statements that:

- Represent basic desires of the community.
- Encompass all aspects of community, public and private.
- Are nonspecific, in that they refer to the quality (not the quantity) of the outcome.
- Are future-oriented, in that they are achievable in the future; and
- Are time-independent, in that they are not scheduled events.

Goals were defined before considering how to accomplish them so that the goals are not dependent on the means of achievement. Thus, implementation cost, schedule, and means are not considered in the goal statements which form the basis for objectives and actions that will be used as means to achieve the goals. Objectives define strategies to attain the goals and are more specific and measurable. During the 2022 plan update process, the HMPC reviewed the 2016 goals and objectives and concluded that the goals previously identified needed to be changed. A significant goal setting meeting developed new goals, and the highlight is adding a climate change goal to the plan (Goal 5). The 2022 goals and objectives identified by the HMPC are listed below.

Goal 1: Reduce the Loss of Life and Personal Injuries from Hazard Events.

- Continue to manage development in areas, including property acquisitions to remove development from hazardous locations, pursuing relocation/elevation actions for flood- at risk properties, and providing enforcement measures following disasters to ensure that all redevelopment and recovery activities follow existing development codes. Continue programs to further identify hazards including incorporating future uncertain climate predictions.
- Continue programs to further identify hazards including, but not limited to, flood after fire erosion, wildfire, wind, drought, debris flows, rock fall, etc. and assess risk associated. Provide timely notification and direction to the public of imminent and potential hazards.
- Provide timely notification and direction to the public of imminent and potential hazards, including installing rain gauges, soil saturation sensors and stream monitoring systems for early warning identification of pending flooding situations and debris flows. Continue public education programs to improve resident's ability to make informed decisions based on their hazard risks.
- Continue to manage development and mitigation efforts in hazard-prone areas.
 - Add Inclusivity and Affordable Housing, list such areas, identify, and prepare for impacts, and enhance early warning systems.
 - Add resiliency component and expand beyond flooding situations i.e., tornado and differentiate between detections versus warning.

Goal 2: Reduce Impacts of Hazard Events on Property, Critical Facilities/Infrastructure, and the Environment

- Continue to manage development and placement of structures in hazard-prone areas, including applying land use regulations to minimize exposure to potential hazards and expanding current wildfire mitigation and defensible space programs on both public and private lands. Create incentives and continue to provide assistance for the public to

- mitigate hazards on their own property.
- Protect existing property to the extent possible through regulations, codes, education, cooperative agreements, hazard reduction projects, and other means. Continue to manage development and protect existing properties in hazard-prone areas through regulations to minimize exposure to potential hazards.
- Protect infrastructure and critical facilities to minimize loss of services following a hazard event including installation of backup generators and other vital infrastructure at critical county facilities.
- Create incentives for the public to mitigate hazards on their own property through education, cooperative land acquisitions, Elevation and relocation programs, Community Wildfire Protection Plans, TDRs and TDCs, and other means as they become available or are created. Restore natural function of environmental processes. Or restore the natural function of environmental processes.
- Continue to reduce flood losses through compliance with NFIP requirements; continue to comply with CRS requirements, where applicable (i.e., Boulder County, City of Boulder Longmont, and Louisville). NFIP is mandatory and CRS is not. Monitor progress and implement adaptive management as needed to incorporate new and improved best practices including those resulting from future uncertain climate predictions.

Goal 3: Strengthen Intergovernmental Coordination, Communication, and Capabilities Regarding Mitigating Hazard Impacts

- Promote planning efforts that foster cooperation and coordination among jurisdictions, agencies, and organizations involved in hazard mitigation.
- Establish and maintain processes and resources to incorporate mitigation and resiliency into recovery efforts following a hazard event.

Goal 4: Improve Public Awareness and Preparedness Regarding Hazard Vulnerability and Mitigation

- Enhance public education efforts regarding hazards and risk in Boulder County and the role of the public in mitigation.
- Continue engaging the public in hazard mitigation planning and implementation.
- Combine mitigation education efforts with existing governmental and nongovernmental outreach programs.
- Incorporate the most up to date climate predictions with all whole community mitigation programs and projects.

Goal 5: Address Hazard Identification in the Context of Climate Change

- Strive to identify and address common issues related to hazard mitigation and climate changes.
- Monitor the ever-changing environment and continue to identify new or changing hazards.
- Address hazard identification in the context of climate change.

Mitigation Action Title	Jurisdiction	Priority	Goals	Hazards	Status	
Multi-Hazard Actions						
Boulder County						Update
Mechanical Treatment of Boulder County Parks and Open Space Forests	Boulder County Parks & Open Space	High	Goal 2	Wildfire	In Progress	In 2024 BCPOS Forestry staff planned and oversaw treatment of approximately 352 acres at Hall Ranch and Hansen-Riverside Ranch, partially funded by the CSFS – Incentive for Local Government grant, expanding upon previous work of the St. Vrain Forest Health Partnership. In addition, 13 acres were thinned by the BCSO Fire Crew at Sherwood Gulch, and in-house operations completed the Reynolds Ranch PA1U3 project, which included 6 patch cuts, approximately 165 tons of wood removed, and 5.5 acres treated; an additional 4.9 acres of egress work along Blue Mountain Road was also completed.
Restoration of Fire as an Ecological Process within Boulder County Parks and Open Space Forest	Boulder County Sheriff & Parks and Open Space	Medium	Goal 2	Flood, Debris Flows & Wildfire	In Progress	Under guidance of BCPOS Forestry, and BCSO Fire Management burned across several County properties in 2024. 195 slash piles, and 35 machine piles burned at Sherwood/Caribou Ranch; 82 slash piles burned at Reynolds Ranch; 657 slash piles and 13 machine piles burned at Hall Ranch. Project were all dependent on weather/fuels conditions.
Fire Management within the Boulder County Parks and Open Space (BCPOS) System	Boulder County Sheriff & Parks and Open Space	Medium	Goal 2	All Hazards	In Progress	In addition to the completed work listed above BCSO Fire Management was also able to burn several ditches totaling 30,750 feet and 21.5 acres of agricultural burns on BCPOS properties in eastern Boulder County. There was a 1557-acre wildfire that burned a portion of Ron Stewart Preserve at Rabbit Mountain Open Space this year totaling 569 acres. There were two other wildfires in the county for a total of 11.3 acres. Was Additionally, one wildfire at Walker Ranch Open Space this year which was caused by lightning. Fire was caught at about .1 of an acre.
Landscape Restoration and Climate Change Adaptation	Boulder County Parks & Open Space	Medium	Goal 2	All Hazards	In Progress	Direct seeded 32 pile burn scars at Reynolds Ranch to promote limber pine on the landscape. In addition, limber pine seed collected from trees on Boulder County Open Space was sent off to nurseries to grow approximately 2,000 seedlings for planting in 2025.

						<p>These trees will be used to restore limber pine that is species of special concern in Boulder County. Seeding of 189 acres across six properties with the majority being completed at Deberry property and Carolyn Holmberg Preserve at Rock Creek Farms. Other properties were Prescott, Sherwood, Walden Ponds, and Lyons Quarry. All the seedings utilized localized native seed mixes curated by plant ecology staff.</p> <p>Planting of 1473 shrubs with majority (775) at Walden Ponds and (590) at Kenosha Ponds. The remainder were planted at Zapf, Hall Meadows, Geer Creek at Heil, and Walden Ponds.</p> <p>Planting of 66 trees at Walden Ponds. Soil Revolution Conference hosted 200 in-person registrants and 20 virtual for a conference focused on plant diversity and their relation to nutrition for livestock, building soil health with fungal-rich compost, fine tuning soil health practices and application, building climate resilience with soil health, and farm economics and good financial habits.</p>
Research and Monitoring the Health and Resiliency of Boulder County Parks and Open Space (POS) Forest and the impact of POS Management	Boulder County Parks & Open Space	Medium	Goal 2	Flood, Debris Flows & Wildfire	In Progress	<p>Installed and monitored 25 transects across 3 Significant Natural Communities to capture a baseline health assessment.</p> <p>Continued monitoring of extreme rain events as they may cause effects to Heil Valley Ranch which burned in 2020.</p> <p>These transects will be continually monitored on a yearly basis.</p>
Boulder County Wildfire Mitigation Requirements for New Homes and Remodels	Boulder County Community Planning & Permitting, Wildfire Partners	Medium	Goal 1, 2, & 4	Wildfire	In Progress	<p>Boulder County is working on an update of its building code related to wildfire mitigation requirements for new homes and remodels, following the geographic expansion of these requirement to include the entire county in 2022. In 2024, our team of Wildfire Mitigation Specialists helped 21 new home, 38 addition, and 32 deck permits perform the required wildfire mitigation, conducting on-site assessments and inspections and providing on-going technical assistance and oversight. The team completed 44 assessments for individuals</p>

						applying for short-term and vacation rental licenses in 2024. To date, we have performed 187 Wildfire Partners assessments specifically for these rental licenses. The wildfire mitigation team is also responsible for reviewing planning dockets for possible ways to mitigate the risk of loss of life and property from wildfires.
Boulder County Strategic Fuels Mitigation Grant Program (SFMG)	Boulder County Community Planning & Permitting, Wildfire Partners	High	1, 2, 3&4	Wildfire	Completed and Ongoing	In 2024, the SFMG program completed a spring and fall grant cycle, awarding 11 grants totaling \$2.58 million. Combined with the 2023 awards, the first year of the program, SFMG has awarded 24 grants totaling \$4.16 million. These projects plan to treat 2,209 strategic acres of forest and grasslands. SFMG requires a minimum of 50% matching funds. As a result, the program expects to leverage an additional \$5.77 million. fuels mitigation across the landscape or community wide.
Boulder County Community Wildfire Protection Plan (CWPP) update	Boulder County Community Planning & Permitting, Wildfire Partners	High	1,2, 3, 4 &5	Wildfire	Completed	In the fall of 2024, the BC CWPP was approved and adopted by the Boulder County Board of County Commissioners (BOCC). The plan is a 487-page planning document that will be monitored to integrate updates as management recommendations and action items are implemented or added. The plan will be used to help guide stakeholders, implementors and managers across the county and will remain a collaborative process. A CWPP Story Map and project tracker were developed to help keep the plan up to date and show progress.
Boulder County Wildfire Partners and Defensible Space	Boulder County Community Planning & Permitting, Wildfire Partners	High	Goal 1, 2, & 4	Wildfire	In Progress	In 2024, Boulder County used grant funds from the Colorado Forest Service and funding from the Boulder County Wildfire Mitigation Tax to support our home assessment and certification program in the western portion of the county. As the first certification program in the county, Wildfire Partners has helped hundreds of residents obtain and retain insurance. For this part of the program in 2024, Wildfire Partners completed 572 total assessments, including initial assessments, re-assessments, and re-certification assessments. The county issued 294 Wildfire Partners Certificates in 2024.

Boulder County Wildfire Partners and Grinder	Boulder County Community Planning & Permitting.	Medium	Goal 1, 2, & 4	Wildfire	Complete	
Boulder County Wildfire Partners Education and Outreach Program	Boulder County Community Planning & Permitting.	Medium	Goal 1, & 4	Wildfire	In Progress	In addition to recruiting new participants and conducting assessments and inspections in the field, staff provide on-going education and outreach for the more than 4,000 participants in the program. Wildfire Partners sends a monthly newsletter and regular updates and communications to partners via email and social media postings. Staff developed new technological tools and administrative systems to increase data accuracy, decrease response time, and increase staff productivity. Implementation of these automation activities reduced the staff time needed to assist participants by 34% from 2023 to 2024. Wildfire Partners also switched our home assessment app and report to ESRI's Survey123 to improve efficiency and program administration.
May Wildfire Awareness Month	Boulder County Community Planning & Permitting.	Medium	Goal 1, 2, 3, & 4	Wildfire	In Progress	<p>Wildfire Partners launched a public awareness campaign and rebate program in May for Wildfire Awareness Month. We have received a FEMA HMGP grant to help fund the campaign. As of mid-December, Wildfire Partners had issued 780 rebates totaling \$326,833 for four "Calls to Action:" Junk Your Junipers, The First Five Feet, Fences Are Fuses, and Vents for Defense. The public awareness campaign—Wildfire Happens Here—served 15 million impressions across all activations—traditional, digital, and experiential. Website traffic at WildfirePartners.org increased over five times compared to the same period in 2023.</p> <p>For May Wildfire Awareness Month, we also launched our Youth Helping Vulnerable Individuals and Communities Campaign. Wildfire Partners received a \$75,000 grant from the Fire Adapted Communities Learning Network to hire a coordinator for this program and offer 20 weeks for free mitigation services to</p>

						vulnerable individuals and communities in collaboration with TEENS Inc., and Mile High Youth Corps. The program supported 17 individuals, four Mobile Home Park communities, and completed a shaded fuel break and a roadside fuels treatment to support additional communities. The program helped serve 315 low-income residents, 140 Spanish speakers, 109 older adults, and 16 individuals with disabilities.
Boulder County Community Chipping Program	Boulder County Community Planning & Permitting.	Medium	Goal 1 & 4	Wildfire	In Progress	Boulder County has had a chipping program since 1993. With funding from the Wildfire Mitigation Tax, we expanded the program and now offer free chipping service to all residents in Boulder County (incorporated and unincorporated areas) with a minimum of five participating residents. Boulder County hired a chipping coordinator in June and launched the program in August. In 2024, the program held 107 community chipping events with 1,416 participants. These events removed 4,842 cubic yards of slash material was hauled away during this short season. The program and its nine chipping contractors received fantastic reviews from happy participants—obtaining an average of 4.95 out of 5 stars.
Acquisition of Flood-prone Properties	Boulder County Community Planning & Permitting.	Medium	Goal 1 & 2	Flood	In Progress	The county’s “Floodplain Partners” program (funded by a 2020 FMA Advance Assistance Grant) determined that it was not feasible to establish an annual Flood Mitigation Assistance (FMA) grant program for property acquisition. However, the county will pursue acquisition of flood-prone properties as opportunities arise. In 2024, no flood-prone properties were acquired.
Elevation of Flood-prone Structures	Boulder County Community Planning & Permitting.	Medium	Goal 1 & 2	Flood	In Progress	The county’s “Floodplain Partners” program (funded by a 2020 FMA Advance Assistance Grant) determined that it was not feasible to establish an annual Flood Mitigation Assistance (FMA) grant program for structure elevation. However, the county continues to work with property owners on the elevation of existing structures, including for Substantial Improvement projects. In 2024, no additional structures have been elevated.

Integration of Land Use and Mitigation Plans	Boulder County Community Planning & Permitting.	Medium	Goal 1, 2, 3 & 4	Flood, Wildfire, Landslide, and other Geologic Hazards	In Progress	This is an ongoing effort, as the Code and Comprehensive Plan are updated over time integrating hazard mitigation into these documents occurs. The county has a current effort underway to rezone the intensive zone districts in the flood prone areas around Lyons. Upcoming efforts to update the Comprehensive Plan include updating the Natural Hazards element.
Debris Flow / Landslide Early Detection and Warning System	Boulder ODM.	High	Goal 1 - 5	Flood, Wildfire, Landslide, and other Geologic Hazards	In Progress	A pilot study was implemented in 2022-2023 to install and upload soil moisture monitoring feeds for access in the Vieux/AEM Vflo alerting platform for Fourmile Creek and Geer Creek watersheds. Alerts were set up to indicate if soil moisture exceeded 70%. These alert levels were not reached/triggered but daily soil moisture reports were received and monitored in association with rainfall (predicted and actual) and stream flow elevations (predicted and actual). The County will revisit this system in 2024 and decide if further County-wide investment beyond the pilot projects should be advocated.
Implementation of Watershed Master Plan Projects	Boulder County Parks and Open Space, Public Work's, and CP & P	High	Goal 1,2,3, & 4	Flood	In Progress	<< <i>Public Works is not involved in Watershed Master Plan Projects as Floodplain has move to CP&P</i> >> POS has a consultant under contract to finalize the design and construction documents for restoration of South St. Vrain Creek at Hall Ranch 2 Open Space. In addition, the POS is partnering with The Watershed Center on a design-build creek restoration project further downstream along South St. Vrain Creek. Both projects were identified in the St. Vrain Creek Watershed Master Plan and included in the post-flood 30% creek restoration design funded by CDBG-DR. The goals of each project are to increase resilience, improve public safety, and enhance habitat values. BCPOS continued work on Boulder Creek with Mile High Flood District to construct the Howell Ditch diversion to be more flood resilient and simultaneously restore a segment of the creek to improve ecosystem function. Construction will begin in 2024 or 2025.

Boulder County Community Forestry Sort Yards	Boulder County Parks & Open Space	Medium	Goal 1,2 & 3	Wildfire	In Progress	The CFSY program managed by BCPOS operated for 213 days last season and accepted 10,958 loads of material. Those loads consisted of approximately 2,015 tons of slash, 568 tons of wood, and 479 tons of chips. Collect 72,047 cubic feet of yard debris. 2,229 properties participated in the CFSY program in 2024.
Boulder County Youth Corps Forestry and Fire	Boulder County Parks & Open Space	Medium	Goal 1, & 2	Wildfire	In Progress	BCPOS Forestry Youth Corps and volunteers combined to thin approximately 2.5 acres of lodgepole pine regeneration in patch cuts at Reynolds Ranch. BCYC and in-house operations completed a 3-acre fuels reduction project on the Overland property. 15 slash piles were built, and 4.5 cords of wood were removed.
Flood Hazard Studies and Flood Hazard Mapping	Boulder County Community Planning & Permitting.	Medium	Goal 1,2 & 5	Flood, Landslide Subsidence	In Progress	The Colorado Hazard Mapping Program (CHAMP) has been updating flood hazard information for streams most affected by the 2013 flood. In 2024, CHAMP data was finally incorporated into FEMA’s Flood Insurance Rate Maps (FIRMs). A Flood Hazard Study of Bullhead Gulch is also underway, led by Mile High Flood District and supported by the county. In 2024, work continued the hydraulic analysis portion of the study. The county is also coordinating with FEMA on a re-study of a portion of Lefthand Creek. The re-study was the result of an appeal of the CHAMP data in this area. Outreach to residents is expected in 2025, pending FEMA’s contractor providing final data to the county.
Floodplain Management Program Updates and Flood Education/Outreach	Boulder County Community Planning & Permitting.	Medium	Goal 3, 4, & 5	Flood	In Progress	Implementation of the Resiliency Study continues. Floodplain regulations in the Land Use Code were updated in 2023 to prohibit camping the floodplains, clarify flood protection measures for agricultural structures, and other minor code updates. Floodplain outreach in 2024 included annual flood season mailings to all floodplain property owners.

Incorporate identified resiliency actions including projects, policies, and programs into transportation plans, codes, or standards	Boulder County Public Works and CP & P	High	Goal 1,2,3 & 4	All Hazards	In Progress	This is a perpetual effort on the part of CPP, as the Building Code, Land Use Code and Comprehensive Plan are updated over time integrating hazard mitigation and resiliency into these documents. For example, Boulder County has historically had stringent Building Code requirements related to the wildfire risks in the mountainous areas of Boulder County. After the Marshall Fire, Boulder County focused some attention on the ignition resistance requirements for exterior materials in the plains. As a result of this effort, and in alignment with the latest industry research on the subject, we expanded the requirements and have dramatically reduced the vulnerability of new homes to wind-bourn embers in the plains of Boulder County. Public Works is updating the Multimodal Transportation Standards in 2024 and will include resiliency components in the new document.
Replace or Upsize Structures to Improve Resilience	Boulder County Public Works	High	Goal 2	Flood or Dam Failure	In Progress	Structures are upsized as condition replacement is warranted. Proactive upsizing is not possible due to funding reductions.
Sugarloaf Rd improvements	Boulder County Public Works	High	Goal 2	Landslide	In Progress	Project Completed in 2023.
Continue Involvement in Climate Adaptation Planning Process	Boulder ODM / BOCC	Medium	Goal 1,4 & 5	All Hazards	In Progress	Maintaining the relationship and supporting initiatives as ODM is needed.
Community Hazards Education and Preparedness Plan	Boulder ODM	Medium	Goal 1,3, & 4	All Hazards	In Progress	Implemented virtual and in person trainings throughout the year. Develop new preparedness programs related to alert and warning, evacuations, risk profiles and protective measures to take.
Wildfire Partners – Eastern County Expansion Program	Boulder County Community Planning & Permitting.	High	Goal 1-5	Wildfire	In Progress	In addition to its public awareness campaign, rebate program, community chipping program, and regulatory assessment program (see other Mitigation Actions), Wildfire Partners developed a Community Mitigation Planning Program. Wildfire Partners is currently working with 14 communities in this program, and two new communities obtained their Firewise USA designation in 2024.

						Boulder County also hired a Water Resources Wildfire Mitigation Specialist in December 2024 to coordinate mitigation efforts focused on ditches in eastern Boulder County.
Prince Lake No. 1 Dam Rehabilitation	Boulder County Parks & Open Space (owner) Partner: Dam Safety Branch, Division of Water Resources, Department of Natural Resources, State of Colorado	High	Goals 1 & 2	Dam Failure	In Progress	Design of the rehabilitation project is complete and has been approved by the State Engineer. An HMGP grant application has been submitted to FEMA through DHSEM. Anticipating starting construction in 2024 or 2025 with a duration of about 8 months. This project will greatly reduce flood risk downstream of the dam.
Off-Channel Water Body Hazard Mitigation and Resiliency Measures on Open Space	Boulder County Parks & Open Space, Public Works and Community Planning & Permitting.	Medium	Goal 2	Flooding and Erosion	In Progress	This mitigation focus is within Parks and Open Space and does not require involvement of Public Works. Work continues to reservoirs along St. Vrain Creek on POS lands impacted by 2013 flood. In 2023, boundary fencing was installed to protect infrastructure and project's LOMR was approved by FEMA. Operations & maintenance agreements is being finalized that, for one, outlines emergency operations plan for reservoir-related structures owned by multiple entities. Basin-wide planning for future opportunities to increase resilience that incorporated off-channel water bodies continues with St. Vrain & Left-Hand Water Conservancy District.

NON-PROCUREMENT DOCUMENTS ONLY
ROUTING COVER SHEET

Document Details	
Document Type	Grant Application
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Sheriff
Division/Program	Administration
Mailing Address	5600 Flatiron Pkwy Boulder CO 80301
Contract Contact	Addie Davenport adavenport@bouldercounty.gov
Invoice Contact	sheriffinvoices@bouldercounty.gov
Other Party Contact Information	
Name	State of Colorado, Dept of Law, POST
Mailing Address	1300 Broadway, 9th Floor, Denver CO 80203
Contact 1- <i>Name, title</i>	Kishawn Leuthauser Grant Administrator
Contact 1- <i>email</i>	kishawn.leuthauser@coag.gov
Contact 2	
Term	
Start Date	7/1/2025
Expiration Date	6/30/2026
Brief Description of Work/Services Provided	
Grant Application with State of Colorado Dept of Law for Peace Officers Standard and Training (POST)	
Revenue Contract/Lease Details	
Amount	
Fixed Price or Not-to-Exceed?	
Grant Details	
Award # (if any)	
Signature Deadline	

NON-PROCUREMENT DOCUMENTS ONLY

Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	
Amount: State Funds	174,479.00
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
Total Project Budget	
Account String	
Federally Funded Grants	
Federal Program Name	
CFDA #	
Subrecipients	
Name(s)	
Services to be Provided	
Subaward Amount	
Subcontractors	
Name(s)	
Services to be Provided	
Subcontract Amount	
FileNet Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	

NON-PROCUREMENT DOCUMENTS ONLY

Notes

Additional information not included above

DocuSign Approvals (Initials):

_____ **Paralegal** (if required)

APG _____ **County Attorney** (if required) ^{apg}

_____ **Risk Management** (if required)

CB _____ **Finance** (if required)

CW _____ **EO/DH** (if required) ^{Undersheriff}

Boulder County Commissioners:

ATTEST:

Marta Loachamin

Matthew Ramos



Colorado Peace Officer Standards and Training



Application Summary

Region: North Central Training Region

The POST Region Grant Program is announcing the availability of funds for the training of peace officers, particularly small and rural agencies, for FY 2025 beginning July 1, 2025 and ending June 30, 2026. Based on the POST Board approved formula allocation, Boulder County, on behalf of the North Central Training Region, is eligible to apply for a total of \$174,479.00.

The above award includes the following:

Training, Equipment and Scholarships \$145,399.00
Grant Management \$7,270.00
Program Delivery \$21,810.00
Total \$174,479.00

To be considered for funding, applicants must submit an application via the POST grant management database between March 1 and March 31, 2025. The link to apply for your award is included in this email with your award letter.

Early or late applications cannot be accepted without prior approval from POST. In addition to the application, applicants must also include proof of insurance, copy of region grant program guidelines/policies, region needs assessment, board bylaws, and a list of board members and their contact information. All documents must be submitted via the POST grant management database at the time the application is submitted to POST. All Regions are required to have board bylaws and grant guidelines.

All agencies will receive a 5% grant administration fee to cover the costs of administering the grant. In addition, program delivery for agencies who incur direct personnel costs of the training region or fiscal agent whose salaries, or apportion thereof, will be paid by the grant are included as well.

Although applications are funded by a formula allocation approved by the POST Board, the POST Board will provide final approval June 7, 2025 during the POST Board meeting. Should you have any questions please feel free to contact Kim or myself.

Sincerely,
Victoria Edstedt
Grant Coordinator
FOR THE ATTORNEY GENERAL



Colorado Peace Officer Standards and Training



Application Summary

Grant Information

Equipment

Scholarships

Title	Description	Expense Backfill Cost	Expense Tuition/Registration Fee	Expense Student Per Diem	Expense Lodging	Expense Training Supplies	Total	Grantee Comments
General Scholarships	Scholarship funds for agencies to request for courses that the region isn't hosting	\$0.00	\$51,899.00	\$0.00	\$0.00			
		\$0.00	\$51,899.00	\$0.00	\$0.00	\$0.00	\$0.00	



Colorado Peace Officer Standards and Training



Application Summary

Please note: Once you have added the class titles in the "Training" section above please follow the steps below:

- 1) Save your application using the "Save Draft" button below
- 2) Enter the details of each training using the Add training buttons details next to it.

Class Title: Crisis Intervention Team Training -- **Status:** Draft

Class Title: Field Training Officer Seminar -- **Status:** Draft

Class Title: Firearms Instructor Course -- **Status:** Draft

Class Title: Peer Support Training -- **Status:** Draft

Class Title: Driving Instructor Course -- **Status:** Draft

Class Title: Krav Maga Instructor Course -- **Status:** Draft

Class Title: CIT Coaches Course -- **Status:** Draft

Total Funding Request

Total by Category

Total Equipment:

Total Scholarship: \$51,899.00

Total Class: \$93,500.00



Colorado Peace Officer Standards and Training



Application Summary

Total Funding Request

This will auto populate based on the details entered in the Grant Information Section. Please click on "Save Draft" to display the total amount.

\$145,399.00

Attachments (Upload QUOTES)

Upload W9

Contact name and phone number must be included on top.

Upload Proof of Insurance

Upload Needs Assessment

Upload additional supporting documents (Pgm Guidelines/Policies, Board Bylaws, List of Board Members and Contact Info, IRS Designation (Non-Profits))

Comments



Colorado Peace Officer Standards and Training



Application Summary

Additional Comments

Signature

Equipment

Instructions

- Enter the requested details below.
- Click "Save Draft" to save your information.
- Once completed, click "Submit" to be taken back to your application to enter in your information for your other trainings, if applicable. Once "Submit" has been selected, you will NOT be able to make any changes to this Training line.
- You can also click the home button to be taken back to the main page and access your Saved Application under the In Progress Section

Class Details

Course ID (if known at time of application)

OS0007

Class Title

Crisis Intervention Team Training



Colorado Peace Officer Standards and Training



Application Summary

Class Description

The Crisis Intervention Teams (CIT) model was developed in 1988 in Memphis, Tennessee, as a partnership between the police department, advocacy groups for people with mental illness, mental health treatment providers, and other community stakeholders. The goals of CIT were to train law enforcement officers in the recognition of mental illness, to enhance their verbal crisis de-escalation skills, and to provide more streamlined access to community-based mental health services. The Memphis community soon realized the benefits of this advanced course of training through dramatic declines in injury rates among both citizens and police officers, decreased utilization of the SWAT team to resolve crisis situations and – when safe and appropriate – the diversion of people with mental illness from incarceration to community-based mental health services.

Training Category

Communications

Start Date (est.)

11/10/2025

End Date (est.)

05/31/2026

Name of Facility

Timberline Church, Coal Ridge Middle School & LifeBridge Church

Hosting Agency

Fort Collins PS, Firestone PD, & Boulder County SO

Class Location City

Fort Collins, Firestone, & Longmont

Provider Name

North Central Training Region



Colorado Peace Officer Standards and Training



Application Summary

Instructor Name

Chris Bland, Tim Brown, Ray Bueno, & Annie Hill

Anticipated # of Students

90

Estimated Length of Class (# of hrs)

120

Financial Details

Expense Facility Fee

Expense Training Supplies

\$3,000.00

Expense Refreshments

\$3,000.00

Expense Instructor Costs

\$24,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer Standards and Training



Application Summary

Additional Comments

This is money for as many session of CIT the region can afford to host, hopefully three. I'm hope this will help POST's and mine work load so there is less money movement.

Total Expense

\$30,000.00

Instructions

- Enter the requested details below.
- Click "Save Draft" to save your information.
- Once completed, click "Submit" to be taken back to your application to enter in your information for your other trainings, if applicable. Once "Submit" has been selected, you will NOT be able to make any changes to this Training line.
- You can also click the home button to be taken back to the main page and access your Saved Application under the In Progress Section

Class Details

Course ID (if known at time of application)

Class Title

Field Training Officer Seminar

Class Description

Training class to train new training officers



Colorado Peace Officer Standards and Training



Application Summary

Training Category

Other

If other, please specify: Field Training Officer

Start Date (est.)

02/09/2026

End Date (est.)

02/13/2026

Name of Facility

TBD

Hosting Agency

TBD

Class Location City

TBD

Provider Name

TBD - usually TLMC, Kaminsky, Sullenberger & Assoc., Al Brown's Course

Instructor Name

TBD

Anticipated # of Students

16-36, depends on provider



Colorado Peace Officer Standards and Training



Application Summary

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$500.00

Expense Instructor Costs

\$8,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

\$8,500.00



Colorado Peace Officer Standards and Training



Application Summary

Instructions

- Enter the requested details below.
- Click "Save Draft" to save your information.
- Once completed, click "Submit" to be taken back to your application to enter in your information for your other trainings, if applicable. Once "Submit" has been selected, you will NOT be able to make any changes to this Training line.
- You can also click the home button to be taken back to the main page and access your Saved Application under the In Progress Section

Class Details

Course ID (if known at time of application)

Class Title

Firearms Instructor Course

Class Description

Firearms instructor course(s) - usually a handgun instructor or rifle instructor course. The NCTR has talked about holding an RDS instructor course.

Training Category

Firearms

Start Date (est.)

04/27/2026



Colorado Peace Officer Standards and Training



Application Summary

End Date (est.)

05/01/2026

Name of Facility

TBD

Hosting Agency

TBD

Class Location City

TBD

Provider Name

TBD - Kleiber has been used over the past few years.

Instructor Name

TBD

Anticipated # of Students

20-40

Estimated Length of Class (# of hrs)

40-80

Financial Details

Expense Facility Fee



Colorado Peace Officer Standards and Training



Application Summary

Expense Training Supplies

\$2,000.00

Expense Refreshments

Expense Instructor Costs

\$20,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

\$22,000.00

Instructions

- Enter the requested details below.
- Click "Save Draft" to save your information.
- Once completed, click "Submit" to be taken back to your application to enter in your information for your other trainings, if applicable. Once "Submit" has been selected, you will NOT be able to make any changes to this Training line.
- You can also click the home button to be taken back to the main page and access your Saved Application under the In Progress Section



Colorado Peace Officer
Standards and Training



Application Summary

Class Details

Course ID (if known at time of application)

Class Title

Peer Support Training

Class Description

Topics of discussion include agency peer support team policy and operational guidelines, cognitive-phenomenological approach to stress, occupational stress and stressor intervention, cognitive conceptualization, stressors and mental diagnoses, critical incidents and traumatic stress, concepts in traumatic exposure, posttraumatic responses, treatment and interventions, police relationships and family dynamics, life perspectives and their influence on life quality, peer support and counseling, stage theory, TA, and application for peer support, team confidentiality and legal issues, team code of ethics, clinical supervision, substance and process addictions, police suicide and the Make it Safe police officer initiative, suicide by cop and its aftermath, witness to suicide, suicidal ideation assessment and intervention, coping with death, death and mourning, trauma intervention program, status of critical incident group debriefing, and keeping yourself healthy.

Training Category

Health/Wellness/Fitness

Start Date (est.)

03/23/2026

End Date (est.)

03/27/2026

Name of Facility

TBD



Colorado Peace Officer Standards and Training



Application Summary

Hosting Agency

TBD

Class Location City

TBD

Provider Name

TBD - Usually we use Brower & Assoc. or Tim Brown's company

Instructor Name

TBD

Anticipated # of Students

15

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$500.00

Expense Instructor Costs

\$5,500.00



Colorado Peace Officer Standards and Training



Application Summary

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

\$6,000.00

Instructions

- Enter the requested details below.
- Click "Save Draft" to save your information.
- Once completed, click "Submit" to be taken back to your application to enter in your information for your other trainings, if applicable. Once "Submit" has been selected, you will NOT be able to make any changes to this Training line.
- You can also click the home button to be taken back to the main page and access your Saved Application under the In Progress Section

Class Details

Course ID (if known at time of application)

ID0011



Colorado Peace Officer Standards and Training



Application Summary

Class Title

Driving Instructor Course

Class Description

Course that certifies individuals to be driving instructors at their home agencies.

Training Category

Driving & Motor Vehicle Operations

Start Date (est.)

05/25/2026

End Date (est.)

05/29/2026

Name of Facility

Northern Colorado LE Training Center

Hosting Agency

Loveland PD

Class Location City

Loveland

Provider Name

Karl Smalley

Instructor Name

Karl Smalley



Colorado Peace Officer Standards and Training



Application Summary

Anticipated # of Students

12

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

Expense Instructor Costs

\$10,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging

\$2,000.00

Additional Comments

Total Expense

\$12,000.00



Colorado Peace Officer Standards and Training



Application Summary

Instructions

- Enter the requested details below.
- Click "Save Draft" to save your information.
- Once completed, click "Submit" to be taken back to your application to enter in your information for your other trainings, if applicable. Once "Submit" has been selected, you will NOT be able to make any changes to this Training line.
- You can also click the home button to be taken back to the main page and access your Saved Application under the In Progress Section

Class Details

Course ID (if known at time of application)

AD0019

Class Title

Krav Maga Instructor Course

Class Description

Course to certify individual to be instructor for Krav Maga arrest control

Training Category

Arrest Control

Start Date (est.)

10/20/2025



Colorado Peace Officer Standards and Training



Application Summary

End Date (est.)

10/24/2025

Name of Facility

TBD

Hosting Agency

TBD

Class Location City

TBD

Provider Name

Krav Maga Worldwide

Instructor Name

TBD

Anticipated # of Students

15

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies



Colorado Peace Officer Standards and Training



Application Summary

Expense Refreshments

Expense Instructor Costs

\$14,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

\$14,000.00

Instructions

- Enter the requested details below.
- Click "Save Draft" to save your information.
- Once completed, click "Submit" to be taken back to your application to enter in your information for your other trainings, if applicable. Once "Submit" has been selected, you will NOT be able to make any changes to this Training line.
- You can also click the home button to be taken back to the main page and access your Saved Application under the In Progress Section

Class Details



Colorado Peace Officer
Standards and Training



Application Summary

Course ID (if known at time of application)

OS0014

Class Title

CIT Coaches Course

Class Description

This course gives individuals the skills to be coaches for the Basic CIT course

Training Category

Please Select

Start Date (est.)

04/15/2026

End Date (est.)

04/15/2026

Name of Facility

Firestone PD

Hosting Agency

Firestone PD

Class Location City

Firestone

Provider Name

North Central Training Region



Colorado Peace Officer Standards and Training



Application Summary

Instructor Name

Chris Bland, Tim Brown, Ray Bueno & Annie Hill

Anticipated # of Students

10

Estimated Length of Class (# of hrs)

8

Financial Details

Expense Facility Fee

Expense Training Supplies

\$400.00

Expense Refreshments

\$100.00

Expense Instructor Costs

\$500.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Application Summary

Additional Comments

Total Expense

\$1,000.00

Certificate Of Completion

Envelope Id: 5D40904A-EF69-43BF-82D4-82815DDFFFEF4	Status: Sent
Subject: 2025 Colorado Dept of Law Peace Officers Standard and Training Grant Application 3.10.25	
Type of Document:	
Grant Application	
Department/Office: Sheriffs Office	
Source Envelope:	
Document Pages: 27	Signatures: 0
Certificate Pages: 3	Initials: 3
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Pamela Thompson
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	2025 14th St
	Boulder, CO 80302
	pthompson@bouldercounty.org
	IP Address: 97.107.70.37

Record Tracking

Status: Original	Holder: Pamela Thompson	Location: DocuSign
3/10/2025 8:06:14 AM	pthompson@bouldercounty.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Boulder County	Location: Docusign

Signer Events

Signer	Signature	Timestamp
Pamela Thompson pthompson@bouldercounty.org Paralegal Sheriff / Operations Security Level: Email, Account Authentication (None)	Completed Using IP Address: 97.107.70.37	Sent: 3/10/2025 8:10:23 AM Viewed: 3/10/2025 8:10:33 AM Signed: 3/10/2025 8:23:49 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

April P Gatesman ca@bouldercounty.org Boulder County Security Level: Email, Account Authentication (None)	<i>APG</i> Signature Adoption: Pre-selected Style Using IP Address: 97.107.70.37	Sent: 3/10/2025 8:23:51 AM Viewed: 3/13/2025 1:16:25 PM Signed: 3/13/2025 1:16:49 PM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Chelsea Brawders cbrawders@bouldercounty.gov Security Level: Email, Account Authentication (None)	<i>CB</i> Signature Adoption: Pre-selected Style Using IP Address: 174.65.137.161 Signed using mobile	Sent: 3/13/2025 1:16:51 PM Viewed: 3/14/2025 12:38:39 PM Signed: 3/14/2025 12:38:48 PM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carey Weinheimer cbweinheimer@bouldercounty.org Undersheriff Security Level: Email, Account Authentication (None)	<i>CU</i> Signature Adoption: Pre-selected Style Using IP Address: 97.107.70.37	Sent: 3/14/2025 12:38:51 PM Viewed: 3/17/2025 8:04:15 AM Signed: 3/17/2025 8:05:10 AM
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Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signer Events	Signature	Timestamp
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Pamela Thompson
 pthompson@bouldercounty.org
 Paralegal
 Sheriff / Operations
 Security Level: Email, Account Authentication (None)

Sent: 3/17/2025 8:05:12 AM
 Viewed: 3/17/2025 9:48:14 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Matthew Ramos
 38095@bouldercounty.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Marta Loachamin
 mloachamin@bouldercounty.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Matthew Ramos
 38095@bouldercounty.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sheriff Accounting Group
 sheriffaccounting@bouldercounty.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Adrienne Davenport
 adavenport@bouldercounty.org
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/10/2025 8:10:23 AM
Envelope Updated	Security Checked	3/10/2025 8:16:50 AM
Envelope Updated	Security Checked	3/10/2025 8:23:22 AM

Payment Events	Status	Timestamps
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NON-PROCUREMENT DOCUMENTS ONLY
ROUTING COVER SHEET

Document Details	
Document Type	Grant Application
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Sheriff
Division/Program	Administration
Mailing Address	5600 Flatiron Pkwy Boulder CO 80301
Contract Contact	Carey Weinheimer cbweinheimer@bouldercounty.gov
Invoice Contact	sheriffinvoices@bouldercounty.gov
Other Party Contact Information	
Name	Colorado Division of Criminal Justice
Mailing Address	700 Kipling Suite 1000 Lakewood CO 80215
Contact 1- <i>Name, title</i>	Michele Lovejoy Grant Administrator
Contact 1- <i>email</i>	michele.lovejoy@state.co.us
Contact 2	
Term	
Start Date	10/1/2025
Expiration Date	9/30/2026
Brief Description of Work/Services Provided	
Grant will fund the Blue Skybridge Contract which provides abuse prevention education programs	
Revenue Contract/Lease Details	
Amount	
Fixed Price or Not-to-Exceed?	
Grant Details	
Award # (if any)	
Signature Deadline	

NON-PROCUREMENT DOCUMENTS ONLY

Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	
Amount: State Funds	\$68,182.00
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
Total Project Budget	
Account String	
Federally Funded Grants	
Federal Program Name	
CFDA #	
Subrecipients	
Name(s)	
Services to be Provided	
Subaward Amount	
Subcontractors	
Name(s)	
Services to be Provided	
Subcontract Amount	
FileNet Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	

NON-PROCUREMENT DOCUMENTS ONLY

Notes

Additional information not included above

DocuSign Approvals (Initials):

_____ **Paralegal** (if required)

APG _____ **County Attorney** (if required) ^{apg}

_____ **Risk Management** (if required)

CB _____ **Finance** (if required)

CW _____ **EO/DH** (if required)

Board of County Commissioners:

ATTEST:

Marta Loachamin

Matthew Ramos

Boulder County Sheriff's Office

Boulder County Prevention Education Program

JAG 2025
10/1/2025 to 9/30/2026

ID: App # 705
Budget Total: \$68,182
Draft

SAM Expiration Date: November 20, 2025
County

Please click the "Edit" button in the top right corner of the page to edit your Application.
When you have finished your Application, click the "Submit" button on the bottom right corner.

Instructions - Edward Byrne Justice Assistance Grant (JAG)

2025 JAG - Announcement of Available Funds

2025 JAG - Application Instructions

2025 JAG - Eligible Activities & Program Activities

2025 JAG - Frequently Asked Questions (FAQs) - During the Application cycle all grantee questions will populated here. Check back frequently.

Status

Draft

▼ **Table of Contents**

- Organization Information & Project Officials
- Project Overview
- Application Type = Program/Project
- Problem Statement
- Project and Implementation Plan
- Collaboration and Equity
- Sustainability/Other Resources
- Goals and Objectives
- Project/Plan Implementation
- Direct Services
- Geographic Area where Grant Funds will be Utilized
- Budget and Budget Narrative
- Application / Grant Documents

Click Save to refresh the Table of Contents.

▼ **Organization Information & Project Officials**

Organization: Boulder County Sheriff's Office

Project Director: Carey Weinheimer

Signature Authority: Marta Loachamin

Financial Officer: Chelsea Brawders

Primary Contact: Carey Weinheimer

▼ **Project Overview**

Project Title

Please be descriptive of the project to be funded and do not label it merely "JAG 2025 project." If this is a continuation application, please use previous project Title but add the year of funding, i.e., Year #2. (maximum length = 60 characters)

Project Title: Boulder County Prevention Education Program

Project Duration

The project period will be **October 1, 2025 to September 30, 2026** If you anticipate an abbreviated project period (such as 6 months) or are a continuation grant which has been extended, you can adjust the start and/or end dates accordingly. **NOTE: Grant award periods for continuation projects may differ. Call DCJ staff if you have questions.**

Start Date: 10/1/2025

End Date: 9/30/2026

Application Type

Select the best description of your request for funds: Purchase of Goods, Program/Project; Continuation.

Application Type: Program/Project

Purpose Area

Indicate the appropriate JAG Purpose Area for this project to ensure that the project falls within the parameters identified. Only one option can be chosen.

Purpose Area: 03 - Prevention and Education

Project / Plan Summary

Provide a brief description of the proposed project or plan, including the purpose, activities that will be completed or steps that will be taken to address the identified need or problem, and anticipated outcomes. Additionally, explain how the project/plan will address one or more of the JAG Board priorities and/or the JAG Purpose Areas. Be clear and succinct.

Project/Plan Summary:

The proposed program addresses the 2025 CO JAG Board priority of community-based violence intervention, specifically related to child sexual abuse and maltreatment. The program highlights effective and age-appropriate prevention education curricula offered throughout Boulder County to children in three grade levels. Parent training and resources are also provided in addition to training for individuals who work with children and concerned community members. The program also supports the JAG Board Priority of Behavioral Health Programs that prevent/reduce criminality.

Target Population:

- Students in kindergarten, 3rd-grade and 5th-grade
- Parents and caregivers
- School staff and community member education

Annual Reach

- 6,500 Boulder County students
- 1800 parents and caregivers for educational content
- 300 community members

Cost per Student and Adult (FY25 \$626,643)

- Approx. cost per student: \$86.77 per child
- Approx. cost per adult: \$31.33 per adult

Application Type = Program/Project

Program / Project

- Problem Statement

Problem Statement:

According to the Boulder County Department of Housing & Human Services, in 2023, there were about 6,000 reports of child abuse in Boulder County, with 285 of those reports being substantiated. This is roughly 4.9 children out of every thousand being victimized in active cases of abuse. The actual number is likely much higher as not all abuse is reported. Every day, countless children suffer in silence as they experience abuse that leaves lasting physical and emotional scars. This harsh reality demonstrates the need for Blue Sky Bridge's abuse prevention education program.

Blue Sky Bridge, the only Child Advocacy Center serving Boulder County, conducted 258 forensic interviews for reported cases of child abuse and child sexual abuse in 2024 and also received 162 urgent or crisis calls which were handled.

WHY THE PROBLEM SHOULD BE ADDRESSED

According to the Children's Defense Fund, a child is abused or neglected every 47 seconds in America. Blue Sky Bridge estimates that two new children under the age of 18 are targeted for sexual abuse every day in Boulder County, highlighting the vulnerability of children and the need for prevention services and support like those offered by Blue Sky Bridge in the community.

The long-term consequences of child abuse are staggering.

The American Addiction Centers cite studies that found children who experienced abuse, particularly in their first five years of life, are 4.3 times more likely to develop substance use problems, as they may turn to these substances as a coping mechanism for trauma. Substance abuse can also increase the likelihood, by three times, that these adults will physically or sexually abuse their children. The CO Department of Human Services estimates that nearly a third of families where a child had died experienced substance abuse issues and more than a third included a history of mental health treatment for at least one caregiver. It is estimated that child abuse costs a lifetime average of \$830,928 per victim and \$27.2 billion in economic burden in the Denver metro area alone.

Students' use of technology increased during the pandemic and it has continued afterward; children have greater online access. This access opens up many additional ways that children can be vulnerable to sexual exploitation. Darkness to Light, a nonprofit dedicated to preventing child sexual abuse, cites that one out of four minors experienced online sexual grooming via long, intimate, conversations in online chatrooms (Greene-Colozzi et al., 2020) and approximately 2 out of 5 youths who engage in online relationships with an adult stranger met the adult in person. On-line access and targeting is a relatively new threat and one that needs constant attention and vigilance.

WHY BLUE SKY BRIDGE IS UNIQUELY QUALIFIED TO IMPACT THIS PROBLEM

Blue Sky Bridge was created in 1995 as a Child Advocacy Center (CAC) and is well-respected throughout Boulder County. It collaborates closely with local law enforcement members and has served the community for 30 years. Since its inception, Blue Sky Bridge decided to adopt a vision of not only providing comprehensive services for child abuse victims and their families but also working diligently within the

community to eradicate child abuse. Many CACs focus primarily on adult prevention education but Blue Sky Bridge has developed an effective strategy focused on going into the schools to teach children about body safety. Based on recent observations, it is making a positive difference towards empowering children and decreasing the severity or duration of abuse.

Blue Sky Bridge staff has worked over the years to develop strong partnerships with the Boulder Valley School District, the St. Vrain Valley School District, and more than 60 individual schools. The Kindergarten curriculum fulfills Colorado Academic Standards for Comprehensive Health Education.

Operating as a Child Advocacy Center, Blue Sky Bridge has an opportunity to assess the impact of the Prevention Education curriculum. Child victims participate in forensic interviews after reported cases of abuse. Blue Sky Bridge has two highly trained Forensic Interviewers who have both noted unsolicited references to the Prevention Education curriculum during interviews and, in some cases, it led to the child victim acting in a way that reduced the severity or duration of the abuse. The organization hopes to start tracking these references to more formally research curriculum retention and impact.

WHY THE REQUEST FOR GRANT FUNDS

The funds are needed to help sustain, refine, and update the Prevention Education Program to keep it relevant and effective. Each year the curriculum is reviewed and updated, particularly the 5th grade curriculum which focuses more on internet body safety. An update is needed for the program video component which is a critical outreach tool. Funds from the grant will be channeled solely to Blue Sky Bridge, the implementing agency, to cover their costs for providing the program.

- Project and Implementation Plan

Describe your project plan and how you will implement the plan.

In your response, consider the following:

1. Describe this project, including activities and/or deliverables. Include your definition of success. If providing direct services, describe the services to be provided in detail and how many individuals will be served during the award period.
2. Outline steps to be taken to implement this project.
3. Indicate who will be responsible for this project overall and who will be responsible for individual steps, if different.
4. Provide a timeline for implementation of the project.
5. Identify any risks, challenges, or barriers to the project's success. Include any strategies to mitigate these issues.
6. Discuss how you will collect and report on the data necessary to complete the BJA PMT performance measure reports. (see pages 11 - 12 of the Application Instructions for more information about the BJA PMT system)

Implementation plan:

Studies state the importance of a multi-faceted, community-wide prevention education approach as the most effective strategy for initiating systemic change and strengthening protective behaviors to prevent abuse. School-based programs are showing promise as an effective approach to child abuse prevention. Blue Sky Bridge staff have seen anecdotal evidence of this and plan to collect its data to assess retention of prevention education curriculum concepts and language, as well as specific examples when the duration or severity of the abuse has been decreased.

Blue Sky Bridge was previously funded for the BOCO Pinwheel Project through the 2018 Edward Byrne Memorial JAG Program. The multi-year funding achieved the goals of the first grant and strengthened the impact of the Prevention Education Program. The school-based Prevention Education Program has since expanded to three grade levels since 2018. Originally, it was offered to third-grade students and now is available to kindergarten and fifth-grade students as well. This proposed project plan and funding request builds off the lessons learned and the success of the first grant.

ALIGNING WITH JAG GOAL:

The Prevention Education Program strategically and effectively addresses community-based violence by disrupting the process and cycle of child sexual abuse and maltreatment. The school-based abuse prevention education course is designed to educate, engage, and empower students by building awareness of body safety threats and strategies. Since its inception, Blue Sky Bridge has helped 40,000 children learn that they have words, an action plan, and trusted adults available to help keep their bodies safe.

ENDING CHILD ABUSE AND IMPROVING JUSTICE SYSTEM:

Blue Sky Bridge is now positioned to reach a greater number of children and adults in the Boulder County community and is leading the shift in the social focus on child sexual abuse from reactive to preventative.

- Students will have greater awareness and age-appropriate skills for body safety, trusted adult identification, and healthy relationship development.
- The prevention education course invites students and parents/caregivers to have open lines of communication about body safety and abuse prevention.
- Adults will be able to identify signs of abuse, know how to report abuse and learn effective practices for prevention.
- Community-wide awareness of child abuse will enhance the social focus shift on child sexual abuse from reactive to preventative.
- Prevention means fewer victims and fewer crimes entering the criminal justice system.
- Strong partnerships between school administrators and staff, Blue Sky Bridge, prosecutors and law enforcement improve case outcomes.

SPECIFIC ABUSE PREVENTION STRATEGIES:

1. School-based Prevention Education Program, 6500+ students per year at \$87 per student
 Blue Sky Bridge empowers kindergarten, third-grade and fifth-grade students with age-appropriate education on body safety, trusted adult identification, and healthy relationship development. The program empowers children to take action if boundaries are broken, using strategies like "no, go, tell" (say No, Go away, and Tell a trusted adult). Practical prevention strategies are taught to children, including assertive communication of boundaries and recognizing potentially harmful situations.
 Blue Sky Bridge provides the only school-based abuse prevention education program in Boulder County and it is free of charge to families. Through an evidence-informed curriculum, Blue Sky Bridge engages students through role-play, interactive videos, and worksheets to reinforce learning objectives. Puppets are used in Kindergarten and third-grade classes to reinforce key messages such as the Body Safety Rules and a simple three-step plan if body-safe boundaries are broken. The fifth-grade curriculum introduces lessons involving problem-solving scenarios, peer-to-peer discussions, and group activities focused on internet safety, boundaries, and bystander intervention. There is a time offered after the third-grade presentations when a Blue Sky Bridge professional is available in the hallway outside the classroom to privately answer any questions or concerns a child may have relating to what they just learned. All third-grade students have the opportunity to speak to trained personnel after the lesson. Of those students over 65% took that opportunity. In an instance where a child may disclose abuse, our staff are mandated reporters and they are equipped to take minimal facts and report the disclosure to law enforcement and notify the principal or school counselor. Within the last year, our Intervention team has noticed trends to indicate that the Prevention Education curriculum is being understood and retained by students in a

manner that is truly helping to protect children, sometimes reducing the severity and duration of reported cases of abuse.

There is a parent/caregiver instructional video that complements the school-based curriculum and informs adults on what their child is learning at school about body safety.

2. Adult Prevention Education Training and Workshops, 2100+ adults at \$31 per individual Stewards of Children (SOC): This is the only national program proven to increase knowledge, improve attitudes, and change child-protective behaviors. This revolutionary workshop teaches adults to prevent, recognize, and react responsibly to child sexual abuse. The curriculum has undergone rigorous review by the US Office of Juvenile Justice and Delinquency Prevention. Training is led by BSB staff who are authorized Darkness to Light facilitators and includes an interactive workbook and video segments of survivors relating stories of violation and healing. Sessions also include powerful facilitated discussions with trainees.

Community Education: Adults have access to training and resources to recognize signs of abuse and effective responses, recognizing the crucial role of trusted adults in a child's defense against abuse.

- Multi-Disciplinary Partner Education: Training for partners to acquire skills to conduct efficient and effective investigations.
- Child Sexual Abuse 101 (CSA 101): Presentations individualized for the unique needs of youth-serving organizations, religious groups, and others wanting to learn about abuse prevention, detection, and reporting.
- Mandatory reporting: Training for school, camp, and other staff who are mandatory reporters on best practices in recognizing and responding to suspected abuse.

- Collaboration and Equity

Provide data on the underserved/disparately impacted populations in your community. Also describe how these populations are impacted by the stated problem or need.

1. How does the project leverage resources, collaboration, and avoid duplication?
2. If applicable, explain how the project impacts disparately impacted communities listed in the definitions. Does the project promote and strengthen equity efforts?
3. If applicable, how will the project include meaningful engagement of, or a plan to engage, populations most impacted by the stated problem or need?

Collaboration and Equity:

Blue Sky Bridge understands that child abuse is a complex, community-wide challenge that one agency cannot address alone. Blue Sky Bridge's community partners play an integral role in supporting the agency's ability to achieve and sustain its mission.

Uniquely positioned as Boulder County's only CAC, Blue Sky Bridge partners with the following agencies to execute a coordinated response to child abuse cases: the Boulder County Department of Human Services, Boulder County Sheriff's Office, all local law enforcement agencies, the Boulder County District Attorney's office, Boulder Valley School District, St. Vrain Valley School District, Boulder Community Health, local domestic violence organizations and private schools as well as more than 60 individual Boulder County schools. These partnerships ensure that the work remains aligned with the greater needs of the community and that communication remains a top priority.

PARTNER INVOLVEMENT AND PLANNING

There is an annual review of school-based curricula by both local school districts. The curriculum for all three grade levels is reviewed and updated by Blue Sky Bridge staff based on best practices, relevant research and teacher feedback. In the 2024-25 school year, we are on track to receive more than 115 teacher surveys. Planning and coordination of both school-based prevention education presentations and adult prevention education presentations occur throughout the year.

Blue Sky Bridge meets regularly with members of the MDT in conjunction with reported cases, ongoing investigations, community engagement, and support of Blue Sky Bridge's work. Blue Sky Bridge's board of directors is currently comprised of 20% law enforcement members. We are working to incorporate quotes from local law enforcement officers into the parent/caregiver video workshop to highlight the value of school-based programming in preventing child abuse.

In addition to the MDT partners, Blue Sky Bridge has also expanded its network of community partners and informal child advocates, furthering its goals of supporting children who have experienced abuse and protecting them from future abuse. Blue Sky Bridge collaborates with many community organizations and schools to provide professional training to staff that interact with youth regularly as part of their jobs. These partnerships also enable joint efforts in discussing best practices, curriculum development, and referral services to combat child sexual abuse and enhance the overall well-being of the community.

Partners are an important asset in helping us to recruit for adult education including Stewards of Children workshops. This will involve networking with their communities through the distribution of literature and personal outreach.

Blue Sky Bridge utilizes outreach events such as Unity in the Community to raise awareness, engage community partners including law enforcement and spread the word about the availability of more in-depth training.

Blue Sky Bridge is committed to ensuring that all victims and family members feel as comfortable and safe as possible when visiting the offices. Blue Sky Bridge's services are available to everyone, regardless of their financial circumstances, at no charge.

Future Funding of the Program

Blue Sky Bridge does not depend on federal JAG funds for the sustainability of the program. Funding is received from a variety of sources including individuals, family foundations, and private foundations. Since Blue Sky Bridge applied for funding in 2018, the Prevention Education Program has tripled in the number of students reached. Due to the rapid expansion of the program, as well as the need for more personnel to visit Boulder County schools, funding support is still very important to the continued success of the program.

Current funders supporting the Prevention Education Program include Help for Children, Dr. Scholl Foundation, Ray Lanyon Charitable Fund and Bright Mountain Foundation.

- Sustainability/Other Resources

1. Explain why you are requesting JAG funds for this project. (e.g., did you experience a loss of funding, did an emergent issue arise, were other attempts to request funding unsuccessful, etc.?) If no other attempts were made to secure resources for this project, please explain.
2. Describe your plan to secure other resources to sustain the project long-term.

Sustainability/Other Resources:

Since Blue Sky Bridge applied for JAG funding in 2018, the Prevention Education Program has tripled the number of students it reaches. However, due to the rapid expansion of the program and the need for more personnel to visit schools in Boulder County, additional funding support remains crucial for the program's continued success.

In addition to the increased expenses associated with the program's growth, Blue Sky Bridge has experienced a significant loss of funding from the Boulder Valley School District (BVSD). From 2021 to 2023, an average of \$83,700 was raised and allocated for this program. However, in 2024 and 2025, that funding dropped to \$30,000 and \$25,000, respectively. Two reasons for this decrease are BVSD's shift away from utilizing external presenters and a reduced budget resulting from declining enrollment.

During this time, Blue Sky Bridge has actively sought additional funding for the program through various sources. Proposals for \$75,000 have been submitted to a regional foundation, and we are currently in discussions with them, planning to resubmit a proposal this fall. This particular foundation is primarily focused on the project to track the retention and impact of the prevention education curriculum for child victims of reported abuse.

It is important to note that Blue Sky Bridge does not rely on federal JAG funds for the program's sustainability. Funding is obtained from a variety of sources, including individuals, family foundations, and private foundations. Current funders supporting the Prevention Education Program include Help for Children, the Dr. Scholl Foundation, the Ray Lanyon Charitable Fund, and the Bright Mountain Foundation.

- Goals and Objectives

Goals and Objectives: These are the elements against which the project will be evaluated and which will be used to report quarterly and final progress. In addition, funded applicants will be required to report quarterly on specific performance measures developed by the Bureau of Justice Assistance. Using the format below; provide project/program goal(s), objectives, measurement, and timeframe.

Note: There is one on-line system for quarterly narrative and financial reports (Fluxx) and a separate Federal on-line site for reporting performance measures (<https://bjapmt.ojp.gov/>).

Goals: Goals are logical, sensible, clearly written and directly tied to the project. Write one or more goals you will focus on this project. Goals are broad statements (i.e., written in general terms) that convey a project's overall intent to change, reduce, or eliminate the problem described.

Objectives: Objectives are realistic and able to be accomplished in the time frames described. Objectives identify the amount of intended change expressed as a rate, percent or whole number. Include measures that will sufficiently document any change that occurs.

Please write at least one measurable objective/outcome for each goal. Outcome statements should include:

- The specific type of change or improvement that will occur
- The number or percent of individuals impacted (where appropriate)
- The expected magnitude, on average, of the expected change
- If client based, include Objectives reflecting the number of clients to be served

Measurement: Measurement is the description of what data will be collected to measure the change. Please describe the specific measurement tool(s) you will use to collect data for each Objectives. If you do not have a tool, please state TBD (To Be Determined).

Timeframe: The quarter in which the Outcome will be completed.

Correction 2/21/25 - Goals & Objectives are Required for All Application Types

Number of Goals: 2

GOAL 1

Goal 1:

Empower Children with strategies to keep themselves safe from child abuse via school-based Prevention Education to 6500 Boulder County students in grades K,3 or 5. Provide awareness and increased understanding of body safety issues, identifying trusted adults and body safety action plan.

Outcome 1.1

Outcome:

90% of third-grade students will show increased understanding from pre- to post-presentation surveys given to assess comprehension of body safety and prevention. 90% of the teacher survey respondents would recommend the program to a colleague at another school.

Measurement:

An increased understanding of body safety issues, and safety procedures will be measured through pre-and post-presentation surveys given to students to assess their level of short-term retention of the material presented. 3rd grade students are best suited surveying due to their developmental acuity

Timeline: The school-based Prevention Education Program is offered annually during the academic year. Four weekly sessions are provided for Kindergarten (15 min) and third-grade (30 min) and a one-time refresher presentation is provided for fifth-grade classes.

GOAL 2

Goal 2:

Educate adults to learn how to prevent, recognize, and react responsibly to child sexual abuse. Provide 1800 parents/caregivers in-person or video workshops as complement to classroom Prevention Education. Build a framework to raise awareness, shift focus on child sexual abuse to preventative.

Outcome 2.1

Outcome:

100% of all parents & caregivers of students receiving school-based Prevention Education presentations will have access to a video workshop that reviews the curricula and prevention strategy. A YouTube overview of the school-based course for parent and caregiver workshops has generated stronger viewer numbers and increased awareness to prevent, recognize, and react to child abuse. Community and school staff training have continued as previously.

Measurement:

The number of individuals who view the parent/caregiver video is tabulated and tracked monthly.

Timeline: The parent/caregiver video is accessible throughout the year. More information and the opportunity to attend a live virtual training is provided to parents and caregivers in advance of their student(s) receiving classroom education.

Outcome 2.2

Outcome:

Objective 2.2: Teach 50 adults through Stewards of Children trainings how to: 1) Recognize the signs of child sexual abuse before it happens; 2) Recognize and react responsibly to the discovery of child sexual abuse; and 3) Intervene in the best interest of the child.

Outcome 2.2: 100% of participants in the program will be better informed about how to prevent, recognize, and react responsibly to child sexual abuse.

Measurement:

Participants who successfully complete the workshop receive a Stewards of Children Certificate of Completion. The number of participants during the grant period will be tracked.

Timeline: Stewards of Children training will be offered throughout the grant cycle. Each training will last two and a half hours.

Outcome 2.3

Outcome:

100% of Community Education participants will be better informed about child sexual abuse prevention and detection. The knowledge will improve their child-protective behaviors.

Measurement:

Attendance sheets will be used to track the number of adults who participate in the trainings.

Timeline: Community Education will be offered throughout the grant period. The duration of each event will vary.

- Project/Plan Implementation

Implementing Agency

The Implementing agency is the agency that is responsible for the actual implementation of the project and may be the same as the applicant agency, a component of it, or another agency entirely. For example, the applicant agency is the county, but the sheriff's office is the implementing agency, or if the city is the applicant agency but a non-profit organization is the implementing agency. Provide the agency name if it is different from the applicant agency.

Same as Applicant? Yes

- Direct Services

Applicants who intend to provide direct services must project the number of clients (adults and/or juveniles) to be served using grant funds. You will be expected to collect information for quarterly reporting purposes on the number of clients served by race/ethnicity as well as gender. Be realistic. You will be assessed on progress toward meeting the number you indicated you would serve.

NOTE: If services will be provided to minors, complete and attach a Determination of Suitability for Interacting

with Minors Statement for all employees providing those services. Add the attachment to the Documents section in Fluxx.

Will this project provide direct services? Yes

of Adults to be served: 1800

of Juveniles to be served: 6500

Total individuals to be served: 8300

If juveniles will be provided services, complete and attach a Suitability Statement for all employees providing those services. Attach the document in the Documents section below.

- Geographic Area where Grant Funds will be Utilized

US Congressional District

Enter each US Congressional District, Colorado Judicial District, State Senate District, State House District, County, and City where services will be delivered. Separate each by a comma. Enter Statewide if services will be delivered across the state. This may include more areas than where the applicant agency is located.

US Congressional District: 02
(Find your congressional district)

State Senate District

State Senate District: 18
(Find your senate district)

State House District

State House District: 10
(Find your house district)

Colorado Judicial District

Colorado Judicial District: 20
(Find your judicial district)

Counties

Counties: Boulder

Cities

Allenspark
 Boulder
 Erie
 Jamestown
 Lafayette
 Longmont
 Louisville
 Lyons
 Nederland
 Niwot
 Superior

▼ Budget and Budget Narrative

PERSONNEL

Position Title: Executive Director
Name: Ivan Jackson
Total # hours per week: 40

	Salary Base Pay	% Paid by Grant	Total to be Paid by the Grant
Salary	\$150,000.00	4%	\$6,000.00
Fringe / Benefits	\$24,957.00		
Subtotal	\$174,957.00		\$6,000.00

Additional funding for position: VOCA, CCA, Boulder County, City of Boulder, City of Longmont, General Operating
Personnel Budget Narrative: Blue Sky Bridge prioritizes competitive, yet reasonable, salary and fringe compensation to hire and retain staff whose qualifications and experience are necessary to operate an organization with three highly differentiated program areas: Abuse Intervention, Therapy, and Prevention Education. Also, Blue Sky Bridge values resilience and wellness as one of its six Core Values and ensures that fringe benefits include standard benefits in addition to resources to help staff who experience vicarious trauma when routinely working with children disclosing their stories about abuse, sexual abuse, neglect, or other trauma such as access to free therapeutic services for staff that take the initiative to seek support. The impact on staff members' mental and physical health in high-trauma settings can include strong emotional reactions, exhaustion, anxiety, depression, panic attacks, and, in severe cases, lead to post-traumatic stress disorder (PTSD). The salaries for the Executive Director, Prevention Education Operations Manager, and Prevention Education Team Director were determined based on a comprehensive analysis of local and national salary survey data, specifically referencing the Colorado and National CAC Salary Surveys which are released annually. We benchmark salaries at the 75th to 90th percentile for each role to ensure that our team members are fairly compensated and can afford to live within the Boulder County community they serve. For this role: • Executive Director – Compensation is set based on industry standards for nonprofit leadership, ensuring alignment with similar organizations in size, budget, and geographic location (urban, suburban, rural). Annual increases per employee are budgeted at an average of 4% per year which is in line with the local and national average for annual salary increases for non-profits. This increase is included in the attached budget and is a generalized aggregate to address increases in cost of living, cost of medical benefits and employee merit. At Blue Sky Bridge, we offer an egalitarian fringe benefits package that is provided equally to all full-time employees, reinforcing our commitment to fairness and employee well-being. Fringe benefits include access to therapeutic support, vacation leave, sick leave, employer contribution towards medical/vision/dental, FICA, medicare, state unemployment, and a monthly wellness contribution.

Position Title: Prevention Education Program Director, Bilingual Prevention Educator
Name: Gretchen Fair
Total # hours per week: 30

	Salary Base Pay	% Paid by Grant	Total to be Paid by the Grant
Salary	\$69,763.00	36%	\$25,114.68
Fringe / Benefits	\$12,284.00		
Subtotal	\$82,047.00		\$25,114.68

Additional funding for position: Boulder County, City of Boulder, City of Longmont, General Operating, Program-Specific Foundation funds
Personnel Budget Narrative: Blue Sky Bridge prioritizes competitive, yet reasonable, salary and fringe compensation to hire and retain staff whose qualifications and experience are necessary to operate an organization with three highly differentiated program areas: Abuse Intervention, Therapy, and Prevention Education. Also, Blue Sky Bridge values resilience and wellness as one of its six Core Values and ensures that fringe benefits include standard benefits in addition to resources to help staff who experience vicarious trauma when routinely working with children disclosing their stories about abuse, sexual abuse, neglect, or other trauma such as access to free therapeutic services for staff that take the initiative to seek support. The impact on staff members' mental and physical health in high-trauma settings can include strong emotional reactions, exhaustion, anxiety, depression, panic attacks, and, in severe cases, lead to post-traumatic stress disorder (PTSD). The salaries for the Executive Director, Prevention Education Operations Manager, and Prevention Education Team Director were determined based on a comprehensive analysis of local and national salary survey data, specifically referencing the Colorado and National CAC Salary Surveys which are released annually. We benchmark salaries at the 75th to 90th percentile for each role to ensure that our team members are fairly compensated and can afford to live within the Boulder County community they serve. For this role: • Prevention Education Operations Manager – Salary is benchmarked to reflect the specialized skills required to manage prevention education programs effectively and compared to similar roles in other CAC organizations. Annual increases per employee are budgeted at an average of 4% per year which is in line with the local and national average for annual salary increases for non-profits. This increase is included in the attached budget and is a generalized aggregate to address increases in cost of living, cost of medical benefits and employee merit. At Blue Sky Bridge, we offer an egalitarian fringe benefits package that is provided equally to all full-time employees, reinforcing our commitment to fairness and employee well-being. Fringe benefits include access to therapeutic support, vacation leave, sick leave, employer contribution towards medical/vision/dental, FICA, medicare, state unemployment, and a monthly wellness contribution.

Position Title: Prevention Education Operations Manager
Name: Tava Broze
Total # hours per week: 40

	Salary Base Pay	% Paid by Grant	Total to be Paid by the Grant
Salary	\$67,600.00	37%	\$25,012.00
Fringe / Benefits	\$16,722.00		
Subtotal	\$84,322.00		\$25,012.00

Additional funding for position: City of Boulder, City of Longmont, General Operating, Program-Specific Foundation funds
Personnel Budget Narrative: Blue Sky Bridge prioritizes competitive, yet reasonable, salary and fringe compensation to hire and retain staff whose qualifications and experience are necessary to operate an organization with three highly differentiated program areas: Abuse Intervention, Therapy, and Prevention Education. Also, Blue Sky Bridge values resilience and wellness as one of its six Core Values and ensures that fringe benefits include standard benefits in addition to resources to help staff who experience vicarious trauma when routinely working with children disclosing their stories about abuse, sexual abuse, neglect, or other trauma such as access to free therapeutic services for staff that take the initiative to seek support. The impact on staff members' mental and physical health in high-trauma settings can include strong emotional reactions, exhaustion, anxiety, depression, panic attacks, and, in severe cases, lead to post-traumatic stress disorder (PTSD). The salaries for the Executive Director, Prevention Education Operations Manager, and Prevention Education Team Director were determined based on a comprehensive analysis of local and national salary survey data, specifically referencing the Colorado and National CAC Salary Surveys which are released annually. We benchmark salaries at the 75th to 90th percentile for each role to ensure that our team members are fairly compensated and can afford to live within the Boulder County community they serve. For this role: • Prevention Education Team Director – This position requires leadership, program development expertise, and community engagement, warranting a competitive salary within our established percentile range and compared to similar roles in other CAC organizations. Annual increases per employee are budgeted at an average of 4% per year which is in line with the local and national average for annual salary increases for non-profits. This increase is included in the attached budget and is a generalized aggregate to address increases in cost of living, cost of medical benefits and

employee merit. At Blue Sky Bridge, we offer an egalitarian fringe benefits package that is provided equally to all full-time employees, reinforcing our commitment to fairness and employee well-being. Fringe benefits include access to therapeutic support, vacation leave, sick leave, employer contribution towards medical/vision/dental, FICA, medicare, state unemployment, and a monthly wellness contribution.

Position Title: Education Associate
Name: Nicole Cherro
Total # hours per week: 15

	Salary Base Pay	% Paid by Grant	Total to be Paid by the Grant
Salary	\$17,300.00	35%	\$6,055.00
Fringe / Benefits	\$3,072.00		
Subtotal	\$20,372.00		\$6,055.00

Additional funding for position: City of Boulder, City of Longmont, General Operating funds
Personnel Budget Narrative: Blue Sky Bridge prioritizes competitive, yet reasonable, salary and fringe compensation to hire and retain staff whose qualifications and experience are necessary to operate an organization with three highly differentiated program areas: Abuse Intervention, Therapy, and Prevention Education. Also, Blue Sky Bridge values resilience and wellness as one of its six Core Values and ensures that fringe benefits include standard benefits in addition to resources to help staff who experience vicarious trauma when routinely working with children disclosing their stories about abuse, sexual abuse, neglect, or other trauma such as access to free therapeutic services for staff that take the initiative to seek support. The impact on staff members' mental and physical health in high-trauma settings can include strong emotional reactions, exhaustion, anxiety, depression, panic attacks, and, in severe cases, lead to post-traumatic stress disorder (PTSD). The salaries for the Executive Director, Prevention Education Operations Manager, and Prevention Education Team Director were determined based on a comprehensive analysis of local and national salary survey data, specifically referencing the Colorado and National CAC Salary Surveys which are released annually. We benchmark salaries at the 75th to 90th percentile for each role to ensure that our team members are fairly compensated and can afford to live within the Boulder County community they serve. Annual increases per employee are budgeted at an average of 4% per year which is in line with the local and national average for annual salary increases for non-profits. This increase is included in the attached budget and is a generalized aggregate to address increases in cost of living, cost of medical benefits and employee merit. At Blue Sky Bridge, we offer an egalitarian fringe benefits package that is provided equally to all full-time employees, reinforcing our commitment to fairness and employee well-being. Fringe benefits include access to therapeutic support, vacation leave, sick leave, employer contribution towards medical/vision/dental, FICA, medicare, state unemployment, and a monthly wellness contribution.

Position Title: School Program Presenter
Name: Marce Olsen
Total # hours per week: 8

	Salary Base Pay	% Paid by Grant	Total to be Paid by the Grant
Salary	\$12,500.00	40%	\$5,000.00
Fringe / Benefits	\$2,176.00		
Subtotal	\$14,676.00		\$5,000.00

Additional funding for position: : City of Boulder, City of Longmont, General Operating funds
Personnel Budget Narrative: Blue Sky Bridge prioritizes competitive, yet reasonable, salary and fringe compensation to hire and retain staff whose qualifications and experience are necessary to operate an organization with three highly differentiated program areas: Abuse Intervention, Therapy, and Prevention Education. Also, Blue Sky Bridge values resilience and wellness as one of its six Core Values and ensures that fringe benefits include standard benefits in addition to resources to help staff who experience vicarious trauma when routinely working with children disclosing their stories about abuse, sexual abuse, neglect, or other trauma such as access to free therapeutic services for staff that take the initiative to seek support. The impact on staff members' mental and physical health in high-trauma settings can include strong emotional reactions, exhaustion, anxiety, depression, panic attacks, and, in severe cases, lead to post-traumatic stress disorder (PTSD). Blue Sky Bridge prioritizes competitive, yet reasonable, salary and fringe compensation to hire and retain staff whose qualifications and experience are necessary to operate an organization with three highly differentiated program areas: Abuse Intervention, Therapy, and Prevention Education. Also, Blue Sky Bridge values resilience and wellness as one of its six Core Values and ensures that fringe benefits include standard benefits in addition to resources to help staff who experience vicarious trauma when routinely working with children disclosing their stories about abuse, sexual abuse, neglect, or other trauma such as access to free therapeutic services for staff that take the initiative to seek support. The impact on staff members' mental and physical health in high-trauma settings can include strong emotional reactions, exhaustion, anxiety, depression, panic attacks, and, in severe cases, lead to post-traumatic stress disorder (PTSD). Annual increases per employee are budgeted at an average of 4% per year which is in line with the local and national average for annual salary increases for non-profits. This increase is included in the attached budget and is a generalized aggregate to address increases in cost of living, cost of medical benefits and employee merit. At Blue Sky Bridge, we offer an egalitarian fringe benefits package that is provided equally to all full-time employees, reinforcing our commitment to fairness and employee well-being. Fringe benefits include access to therapeutic support, vacation leave, sick leave, employer contribution towards medical/vision/dental, FICA, medicare, state unemployment, and a monthly wellness contribution.

SUPPLIES & OPERATING

Item Name	Amount to be Charged to the Grant	Budget Narrative
Classroom materials, handouts and bookmark printing	\$1,000.00	285 bookmarks at \$0.47 each for \$133 and 2,343 handouts at \$0.37 each for \$867

TRAVEL

EQUIPMENT

CONSULTANTS / CONTRACTS

Application must contain a detailed budget and budget narrative for anything listed under **Consultants / Contracts**. List each consultant, contractor, or type of service with the proposed fee (by eight-hour day or hourly rate). If the applicant agency is contracting with an outside agency to conduct the day-to-day operations of the project, the total cost should be in Consultant/Professional Services.

Rates (honoraria are not an allowable expense) for individual professional services must be based on an hourly rate (including preparation and travel time), and must have explicit, **separate** prior approval from DCJ. Rates for **individual consultants** cannot exceed \$650 per day or \$81.25 per hour. Justification is required to establish a "usual" or "going rate" for similar services. Some consultants provide services at a flat rate rather than an hourly rate. If that is the case, identify the service to be provided, including all covered expenses such as travel, and the rate for each "unit" of service. One example is polygraph exams that cost the same no matter where the polygrapher must travel to perform the exam. There are other federal regulations that pertain to some professional services/consultant rates. Contact DCJ if you have questions.

Professional services should be procured competitively. **Sole source contracts must be justified** and must have specific prior written approval from DCJ **before** execution of any contract, separate from approval to fund the project. **Sole source contracts of \$250,000 or over require federal pre-approval**. Refer to the Administrative Guide for Federal Justice Grant Programs or contact DCJ for additional guidance. Consultants must be able to sign the Certification of Debarment, OJP Form 406 1/1 (see section J of the Certified Assurances for details).

Budget Narrative and Justification: Explain why proposed consultant services cannot or should not be provided by project staff. Explain how the hourly rate or flat rate was determined. For each consulting organization added, indicate the number of people to be assigned to the project, number of hours per person per day to be spent on the project, and a breakdown of the contract price by major cost item (i.e., supplies, rent, equipment, travel, contracted services).

INDIRECT COSTS

OVERALL BUDGET SUMMARY

After entering budget items, click 'Save' to view updated totals in the table above.

Overall Budget Summary

	Funding Request
Personnel	\$67,181.68
Supplies and Operating	\$1,000.00
Travel	
Equipment	
Consultants / Contracts	
Indirect Costs	
Totals	\$68,182.00

PROGRAM INCOME

Will this project earn Program Income? No

▼ Application / Grant Documents

All required documents must be submitted.

Note: Additional documents must also be complete for your Organization at the time of award. This may include recent audit, financial management questionnaire, indirect cost rate, and proof of insurance.

Click the (+) button to the right of each Document Type to upload it to your application. Once successfully uploaded, close the pop-up box to continue.

Required if Requesting Indirect using an Existing Indirect Cost Rate

- Negotiated Indirect Cost Rate Document

Upload if Applicable

Click on the plus button next to the document type you are uploading.

- Priority Letter

- Letters of Support

Required if purchasing Body Armor with grant funds. Download the template, complete, save, and upload below.

- Body Armor Certification

Required if Interacting with Minors. Please see the DCJ Policy, "Determination of suitability for individuals who interact with participating minors (aka Background Check)." Attach the document(s) if applicable.

Required if purchasing ALPR with grant funds. Attach the document/s if applicable.

- Automated License Plate Reader Policies and Procedures

APPLICATION / GRANT DOCUMENTS

 Determination of Suitability.docx   

- **Statement of Suitability – Interaction with Participating Minors**
Added by Carey Weinheimer at 3:57 PM on March 6, 2025

 2025 Organizational Chart BSB.pdf   

- **Organizational Chart**
Added by Carey Weinheimer at 12:07 PM on March 5, 2025

Certification Statement

1. I certify that I am authorized to submit this application on behalf of the agency.
2. I certify all information contained in the application is accurate.
3. I acknowledge that any resulting contract and grant award will include significant state requirements that will have to be adhered to during the grant period.

Certification: Yes

Certificate Of Completion

Envelope Id: E30BF18A-6E16-497D-B8F7-AF310A205FDA

Status: Sent

Subject: 2025 Colorado Dept of Criminal Justice JAG Grant Application (Blue Skybridge) 3.11.2025

Type of Document:

Grant Application

Department/Office: Sheriffs Office

Source Envelope:

Document Pages: 15

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 3

Pamela Thompson

AutoNav: Enabled

2025 14th St

Envelopeld Stamping: Enabled

Boulder, CO 80302

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

pthompson@bouldercounty.org

IP Address: 97.107.70.37

Record Tracking

Status: Original

Holder: Pamela Thompson

Location: DocuSign

3/11/2025 7:42:22 AM

pthompson@bouldercounty.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Boulder County

Location: Docusign

Signer Events

Signature

Timestamp

Pamela Thompson

Completed

Sent: 3/11/2025 7:47:16 AM

pthompson@bouldercounty.org

Viewed: 3/11/2025 7:47:28 AM

Paralegal

Signed: 3/11/2025 7:56:37 AM

Sheriff / Operations

Using IP Address: 97.107.70.37

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

April P Gatesman

APG

Sent: 3/11/2025 7:56:38 AM

ca@bouldercounty.org

Viewed: 3/13/2025 1:16:01 PM

Boulder County

Signed: 3/13/2025 1:16:17 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 97.107.70.37

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Chelsea Brawders

CB

Sent: 3/13/2025 1:16:19 PM

cbrawders@bouldercounty.gov

Viewed: 3/14/2025 12:37:27 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.65.137.161

Signed using mobile

Signed: 3/14/2025 12:37:41 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carey Weinheimer

CU

Sent: 3/14/2025 12:37:43 PM

cbweinheimer@bouldercounty.org

Viewed: 3/17/2025 8:05:28 AM

Undersheriff

Signed: 3/17/2025 8:05:50 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 97.107.70.37

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signer Events	Signature	Timestamp
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Pamela Thompson pthompson@bouldercounty.org Paralegal Sheriff / Operations Security Level: Email, Account Authentication (None)		Sent: 3/17/2025 8:05:52 AM Viewed: 3/17/2025 9:16:24 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Matthew Ramos 38095@bouldercounty.org Security Level: Email, Account Authentication (None)		
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Marta Loachamin mloachamin@bouldercounty.org Security Level: Email, Account Authentication (None)		
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Matthew Ramos 38095@bouldercounty.org Security Level: Email, Account Authentication (None)		
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sheriff Accounting Group sheriffaccounting@bouldercounty.org Security Level: Email, Account Authentication (None)		
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/11/2025 7:47:16 AM
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Payment Events	Status	Timestamps
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Board of County Commissioners

MEMORANDUM

TO: Marta Loachamin, Chair
Claire Levy, Vice-Chair
Ashley Stolzmann, Commissioner

FROM: Robin A. Valdez

DATE: March 24, 2025

SUBJECT: Boards & Commissioners – Lyons Regional Library District Board of Trustees appointment

The Lyons Regional Library District Board of Trustees has one vacancy because of Smita Skrivaneck's departure because she moved away from the district. The Board conducted an open recruitment process by placing ads in the local press and through word of mouth, which yielded one applicant. The applicant is thoroughly vetted, and the Board of Trustees will be appointing the following individual to its board should the county commissioners approve the nomination.

Cathy Christensen – Lives within the Lyons district in Boulder County with her family, and she is a seasoned journalist, writer, and creative director with over 30 years of experience in marketing, copywriting, and brand development. Cathy has helped build local and national brands through social media, digital content, and print publications. She is eager to contribute her expertise and support the library's role as a vital community resource.

This communication is for informational purposes as the Boulder County Board of Commissioners does not appoint members to the Lyons Regional Library District Board.

Claire Levy County Commissioner **Marta Loachamin** County Commissioner **Ashley Stolzmann** County Commissioner

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302 • Tel: 303.441.3500 • Fax: 303.441.4525
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.gov • commissioners@bouldercounty.gov



Board of County Commissioners

TO: Marta Loachamin, Chair
Claire Levy, Vice Chair
Ashley Stolzmann, Commissioner

FROM: Robin A. Valdez

DATE: March 27, 2025

SUBJECT: Boards & Commissions – Appointment

ACTION
REQUESTED: Decision

VACANCIES & APPOINTMENTS

Adult Protection Review Team (Three Vacancies)

New Applicants: Lizbeth Parker (Area Agency on Aging)

Claire Levy County Commissioner **Marta Loachamin** County Commissioner **Ashley Stolzmann** County Commissioner

Boulder County Courthouse • 1325 Pearl Street • Boulder, Colorado 80302 • Tel: 303.441.3500 • Fax: 303.441.4525
Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.org • commissioners@bouldercounty.org

EMPLOYEE LEGAL REPRESENTATION AGREEMENT

This Agreement is made on _____, between the County of Boulder, State of Colorado (“the County”) and Michelle Sudano, individually, (the “Public Employee”). In this Agreement, Boulder County and the Public Employee may be individually referred to as a “Party” or collectively referred to as the “Parties.”

Recitals:

A. The County is a public entity under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

B. The County, under C.R.S. § 24-10-110(1), is required to assume the cost of the defense of its public employees where a claim against its public employee “arises out of injuries sustained from an act or omission of such employee occurring during the performance of [the public employee’s] duties and within the scope of [the public employee’s] employment” or terms of office except where the act or omission is willful and wanton.

C. It is common for plaintiffs or their attorneys to allege that public employees acted outside the course and scope of their employment or that they acted willfully and wantonly, and courts often dismiss such claims before or at trial.

D. The Public Employee has been named as a defendant in Case No. 25-cv-00798-KAS, *Pierce Spinelli v. Detective Scott Byars, City of Boulder, Colorado, and Deputy District Attorney Michelle Sudano*, filed in the United States District Court for the District of Colorado (the “Litigation”) alleging fabrication of evidence among other allegations as identified in the Complaint. At the time the events at issue in the Litigation occurred, the Public Employee was a public employee of the County as defined in C.R.S. § 24-10-103(4).

E. Mr. Spinelli has alleged or the allegations in the Litigation imply that the Public

Employee acted outside the course and scope of the Public Employee's employment and/or acted willfully and wantonly.

F. The County's investigation to date has revealed to the satisfaction of the Boulder County Attorney that the Public Employee acted within the course and scope of the Public Employee's employment and did not act willfully and wantonly.

G. The Public Employee represents that, to the extent requested by the County, the Public Employee has fully cooperated in the County's investigation and has not withheld any material information or evidence.

H. The Public Employee is aware that the Public Employee may engage another attorney to represent the Public Employee at the Public Employee's expense rather than entering into this Agreement.

I. Under C.R.S. § 24-10-118(5), the County has determined that it is in the public interest to bear the cost of defense for the Public Employee against all asserted claims for damages and other relief.

Covenants:

In consideration of the mutual covenants in this Agreement, it is understood and agreed by the Parties that:

1. The County will provide defense counsel through the Boulder County Attorney and his staff to represent Public Employee in the Litigation, including any appeals.
2. The County shall not, under any circumstances, be obligated to pay for any legal services to the Public Employee in asserting or related to any individual counterclaim, cross-claim or any other claim against any of the Parties now or subsequently named in the Litigation and no billings shall be rendered to the County for payment of any such services.

3. The Public Employee will cooperate fully with the Boulder County Attorney and his staff in any matter relating to this matter.

4. The Boulder County Attorney is providing representation to the Public Employee solely for the purpose of defending the employee in regard to the Litigation.

5. The Parties agree that, because of their common interests in the defense of this matter, all communication between them and the Boulder County Attorney for the purposes of seeking legal advice or in furtherance of the defense of this matter shall be privileged and confidential.

6. This Agreement may be terminated at any time by either Party upon written notice to the other Party.

[Signature Page to Follow]

Wherefore, the Parties have executed this Agreement.

COUNTY OF BOULDER
STATE OF COLORADO

ATTEST:

By: _____
Marta Loachamin, Chair
Board of County Commissioners

Date: _____

Clerk to the Board

Public Employee:



Michelle Sudano

Date: March 17, 2025

DATE: March 10, 2025
TO: Board of County Commissioners
FROM: Ryan Ankrum, HR Deputy Director
RE: Amendment to the Medical Leave Policy & Procedure Manual

Below is a request from Human Resources to amend a portion of the Medical Leave Policy to the Policy and Procedure Manual as follows:

SECTION 6 EMPLOYMENT - BENEFITS

NUMBER 6.38 Leaves

7. Additional Requirements

~~b. A request to use medical leave may be made to the employee's supervisor orally, in writing, or electronically. When possible, the employee should provide advance notice when the necessity for the leave is foreseeable, and they should make a reasonable effort to schedule use of leave in a manner that does not unduly disrupt business operations. When possible, the employee shall include the expected duration of the absence.~~

b. Employees should notify their supervisor a minimum of one hour before their start time that they need to use medical leave. The employee's supervisor is responsible for arranging any necessary coverage for the employee's absence.

Board approval is needed to amend the policy in the Boulder County Personnel Policy and Procedure Manual



Board of County Commissioners

1325 Pearl Street • Boulder, Colorado 80302 • 303-441-3525
Mailing Address: P.O. Box 471 • Boulder, Colorado 80306 • BoulderCounty.gov

March 27, 2025

The Honorable Michael Bennet
United States Senator
261 Russell Senate Building
Washington, DC 20510

The Honorable John Hickenlooper
United States Senator
374 Russell Senate Building
Washington, DC 20510

RE: Support for the Town of Superior’s FY26 Congressionally Directed Spending Request for the McCaslin Boulevard Multi-Use Trail

Dear Senator Bennet and Senator Hickenlooper:

I am writing on behalf of Boulder County, Colorado, to express the county’s support for the Town of Superior’s FY26 Congressionally Directed Spending Request for the McCaslin Boulevard Multi-Use Trail.

McCaslin Boulevard is an important route in Superior and Boulder County and part of the historic Morgul-Bismark cycling route. The road currently includes shoulders as the designated bike facility; however, these shoulders are high-stress environments for multimodal users due to the proximity to fast moving vehicles and steep grades. Bicyclists and pedestrians, being among the most vulnerable road users, require protection and separation from vehicular traffic. Research demonstrates that implementing safety measures not only improves bicyclist and pedestrian safety but also benefits drivers. Creating separation between travel modes also creates a more comfortable environment, encouraging more active transportation use.

Constructing a separated multi-use trail along McCaslin Boulevard, from Rock Creek Parkway to Coalton Road, will significantly enhance regional multimodal connectivity by connecting to numerous community trails including the Rock Creek Regional Trail, which links to the US 36 Bikeway. These valuable trail connections will enable community members to access and enjoy open spaces in a safe and sustainable manner.

Constructing a safe, comfortable, and connected multi-use trail along a key corridor in the county complements numerous strategies and implementation actions in Boulder County’s Transportation Master Plan.

We encourage you to fund Superior’s request for this important transportation project!

Sincerely,

Marta Loachamin, Chair
Boulder County Board of Commissioners

Claire Levy
County Commissioner

Marta Loachamin
County Commissioner

Ashley Stolzmann
County Commissioner



Office of Financial Management

2020 13th Street • Boulder, Colorado 80302 • finance@bouldercounty.org • 303-441-3525

Mailing Address: P.O. Box 471 • Boulder, CO 80306 • www.BoulderCounty.gov

MEMORANDUM

Date: March 27, 2025
To: Board of County Commissioners
From: Emily Beam, Budget Officer
Subject: 2025 Quarter 1 Budget Amendment requests

The Office of Financial Management requests guidance on 50 budget requests totaling \$12,043,197 for Quarter 1 Budget Amendments. Any correction or carryover request has been identified as recommended by the Budget Officer.

Summary by Fund

2025 QTR 1 Budget Amendment Requests	
<u>Fund</u>	<u>Sum of Amount Approved</u>
101	2,395,991
111	1,965,807
117	794,975
124	1,773,612
125	885,000
150	200,195
151	47,847
Grand Total \$	8,063,427

Boulder County Employees Union (BCEU)

Three departments are requesting new Full-Time Equivalents (FTEs) to address the additional work resulting from the creation of BCEU, as well as the Fraternal Order of Police union established in 2024.

County Attorney's Office (CAO)

The County Attorney's Office requests a total budget amendment of \$407,919.00. This amount comes from an ongoing request of \$327,919.00 to hire an additional 3 FTEs to address additional work resulting from the recognition of the Boulder County's Employees Union, and \$80,000.00 as a one-time funding request of anticipated high outside legal counsel costs for 2025.

The work for these positions includes current and ongoing negotiations over collective bargaining agreements; engagement with labor representatives, staff, and the state; issues, complaints,

grievances, hearings, and arbitrations; labor law research, and analysis and related legal issues and interpretation of collective bargaining agreements; software and workflow systems to manage meetings, deadlines, documents, hearings, and arbitrations; etc.

CAO is also requesting one-time funding in the amount of \$80,000 to cover outside legal counsel costs in what will be an unprecedented year. In 2025, the County Attorney’s Office expects high costs due to the airport litigation, the litigation over the inclusion of the Boulder County Public Health department and the Boulder County Housing Authority in the BCEU bargaining unit, and what will likely be a lengthy negotiation with BCEU over the terms of the BCEU collective bargaining agreement.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	CA11	County Attorney	1.0 FTE Labor Relations Administrator	Recurring	122,500
101	CA11	County Attorney	1.0 FTE Assistant County Attorney II	Recurring	122,500
101	CA11	County Attorney	Outside legal counsel	One Time	80,000
101	CA11	County Attorney	1.0 FTE Legal Administrative and Technical Specialist	Recurring	82,919
Total					\$ 407,919

Human Resources Department (HRD)

Human Resources is requesting an ongoing budget amendment of \$59,453 to fund a 1.0 FTE, Business Partner position. HRD is anticipating an increase in discipline and complaint reviews associated with the union contract and asking for one additional Business Partner in the Employee Relations division. The staff in this division will work closely with staff in the County Attorney’s Office to review discipline, complaints and grievances.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	HR11	Human Resources	1.0 FTE Business Partner	Recurring	59,453
Total					\$ 59,453

Office of Financial Management (OFM)

The Office of Financial Management is requesting an ongoing budget amendment in the amount of \$110,005 in the Financial Management Appropriation to add a Senior Budget Analyst to support the budget team. Duties will include:

- Attending union negotiation meetings to provide expert financial analysis of union requests.
- Ongoing countywide expense analysis of the effects of union requests upon future years’ budgets.
- Increased revenue forecasting work to support the sustainability of multi-year union contracts across all county funds.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	FM11	Office of Financial Management	1.0 FTE Senior Budget Analyst	Recurring	110,005
Total					\$ 110,005

Assessor’s Office

Assessor’s Office is requesting a one-time budget amendment in the amount of \$152,000 for temporary employees contracted through the Insight Global staffing agency.

The Assessor’s Office has been impacted by appeals caused by large value increases in 2023 and 2024 and is expecting approximately 200 – 400 more abatement appeals in 2025. This is causing heavy workloads, impacting staff and increasing the difficulty of completing daily work such as sales confirmations, field work, and review of building permits in a timely manner. The temporary employees (the Appeals Negotiators) will lift the prior year appeals burden and balance workload out for appraisal staff.

2025 QTR 1 Budget Amendment Requests					
Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	AS11	Assessor's Office	Temp Employees Costs	One Time	152,000
Total					\$ 152,000

Community Services

The Community Services department is requesting a one-time carryover amendment of \$1,385,000 for unspent awards that were funded under the Worthy Cause Sales Tax Fund.

- 2021: undistributed awards totaled \$60,000.
- 2022: all awards were distributed.
- 2023: undistributed awards totaled \$600,000.
- 2024: the total was \$725,000.

2025 QTR 1 Budget Amendment Requests					
Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
125	WC2	Community Services	Carryforward Worthy Cause Fund Awards	One Time	1,385,000
Total					\$ 1,385,000

The Community Services Department is requesting a one-time budget amendment of \$820,000 to the inter-fund transfers budget in the General Administration appropriation to provide additional subsidization of grant-funded Workforce programs.

Workforce Boulder County has seen substantial payroll expense increases since 2022 as the result of approved merit increases, Cost of Living Adjustments (COLA), and market increases. Workforce programs have also been burdened by the rising cost of services to customers which include training, tuition reimbursement, supportive services, and wages for work-based learning. Additionally, there are several grant closeouts and a significant reduction in the Temporary Assistance to Needy Families Program (Colorado Works) contract, which have contributed to the division's current deficit.

Ongoing subsidies for the county's Workforce programming are currently \$216,899 annually and have not been adjusted or increased in the last five years. Office of Financial Management and Community Services staff will continue to work closely to assess the ongoing impact of

compensation decisions on the division's operations and to determine the appropriate ongoing increase in subsidies as part of the upcoming budget adoption cycle.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	CO26	Community Services	Workforce Subsidy	One Time	820,000
Total					\$ 820,000

District Attorney’s Office (DAO)

The District Attorney's Office is requesting a one-time budget amendment to correct the following positions and personnel accounts. These corrections should have been included in the adopted budget but were accidentally excluded or information was not available at the time of adoption.

DAO requested to use vacant position #8236 to hire a Harm Reduction Diversion Coordinator using the Opioid Settlement Award (117/NOP1). Originally, this position was incorrectly budgeted under 101-24001-DA11 at 0.6 FTE. Approval of this request will increase this position to a 1.0 FTE and move the budget to 117-24001-NOP1.

Per the County Administrator’s term position memo, dated 5/1/2024, positions #8497, #8522, and #8471 should have been converted from Term to permanent FTE, and moved to Fund 101/DA11. They were converted to FTE; however, their defaults were not changed to Fund 101/DA11. Approval of this request will move these positions to the correct account.

The Office of Financial Management failed to enter the \$37,575 weekend court bonus (70100) that was approved as an ongoing request in FY23. Because workforce budgets are manually entered (rather than carried forward like operating budgets), this total of \$37,575 does not roll forward from year to year and should have been manually entered prior to adoption.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
117	NOP1	District Attorney's Office	Correction Term FTE Opioid Settlement	Recurring	108,415
101	DA11	District Attorney's Office	Correction Term FTE	Recurring	508,940
101	DA11	District Attorney's Office	Correction Weekend Court Bonus	Recurring	37,575
Total					\$ 654,930

Housing Department

The Housing Department is requesting an ongoing budget amendment to move position #2835 and its associated personnel budget from the Affordable and Attainable Housing Tax fund (AFT/152) to the Housing Appropriation within the General Fund (HO1/101).

Position #2835 is a Project Manager position in the Division of Homeless Systems and Coordinated Response that was erroneously budgeted in the Affordable Housing Tax fund along with other internal Housing Department staff costs for the Supportive Housing Unit and Administrative staff. This position is primarily supporting homelessness programs which fall outside of the scope of supportive services that received funding allocations per board direction given at the budget work session held on November 14, 2024.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	HO11	Housing	Correction for Homeless Solutions Project Manager	Recurring	152,045
Total					\$ 152,045

Office of Racial Equity

Office of Racial Equity is requesting a carryover amendment of \$146,000 for 2025 to fulfill the remaining contracted work for Organizational Racial Equity Leadership development.

A contract with Fifth Stone Collective was executed on July 1, 2024, and is set to conclude on June 30, 2025. The contract aims to establish a sustainable process for building capacity in Organizational Racial Equity Leadership, aligning with County Policy 1.06. Portions of the contract were completed in 2024. However, several contracted work items remain outstanding and are scheduled for completion in 2025.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	AD13	Office of Racial Equity	2024 Carryforward Fifth Stone Collective	One Time	146,000
Total					\$ 146,000

Parks & Open Space

Parks & Open Space is requesting a budget amendment to utilize existing grant funding to hire 2 FTE Forestry Term positions with an end date of June 25, 2026. These positions will be used to improve planning efforts and get more projects shelf-ready.

With the increasing risk of more frequent and intense wildfires, additional capacity is needed to increase the pace and scale of fuel reduction projects and forest resilience planning within Boulder County. Wildfires pose real risks to communities, ecosystems, and critical infrastructure throughout the County.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
117	GRN1	Parks & Open Space	1.0 FTE Term Forestry Resource Technician	Term	82,280
117	GRN1	Parks & Open Space	1.0 FTE Term Forestry Resource Technician	Term	82,280
117	GRN1	Parks & Open Space	Operating Increase	One Time	6,000
Total					\$ 170,559

Public Works Department (PWD)

The Public Works Department is requesting a one-time carryover amendment of \$2,571,507.04 for unspent fleet budget from FY24 approved requests as well as Road and Bridget projects that have not been completed. Fleet Services has experienced ongoing delays in 2023 and 2024 due to supply limitations, allocation caps, and inflation.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	CAP2	Public Works	2024 Carryforward County Fleet	One Time	605,700
111	RM11	Public Works	2024 Carryforward Road and Bridge Projects	One Time	1,965,807
Total					\$ 2,571,507

The Public Works Department is requesting a one-time budget amendment to complete construction for the Alternative Sentencing Facility. The requested amount is \$1,773,612, which is the estimated remaining fund balance available in 124-OMC1 as of 2/28/25.

The temporary Offender Management sales tax sun-downed at the end of 2024, and Building Services staff are requesting that remaining funds in the amount of \$1,773,612 be appropriated to fund the completion of the Alternative Sentencing Facility which is expected to be finished in the first half of 2025.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
124	OMC1	Public Works	Alternative Sentencing Facility Project Costs	One Time	1,773,612
Total					\$ 1,773,612

In 2024, the Building Services division within PWD submitted a request for a Facility Electrification Study to move toward County goals of implementing Green House Gas reduction strategies. The Board of County Commissioners approved this request for \$516,000 under Fund 136 (Sustainability Sales Tax Fund), Appropriation SST2 (PWD Sustainability Sales Tax funding). PWD then requested to carry forward the full \$516,000 budget from 2024 to 2025 through adopted carryforward, with the adopted budget. The entire amount of \$516,000 was carried forward to 2025 under 136/SST2. After further review, it was discovered this project should have originally been requested under Fund 117 (Dedicated Resources Fund), Appropriation RR12. This request is a one-time request to reallocate the 2025 budget from 136/SST2 to 117/RR12 (Boulder County Sustainability EnergySmart Escrow). This will be considered a budget amendment because PWD is requesting to move budget from one fund to another.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
117	RR12	Public Works	Reallocation of Budget for Facility Electrification Study	One Time	516,000
Total					\$ 516,000

Sheriff’s Office

The Sheriff’s Office is requesting a one-time budget amendment of \$500,772.74 to carryforward unused fleet funding from Budget Year 2024 that were approved requests in 2024.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	CAP3	Sheriff’s Office	2024 Carryforward Sheriff’s Fleet	One Time	252,731
150	WMT1	Sheriff’s Office	2024 Carryforward Sheriff’s Fleet	One Time	200,195
151	EST1	Sheriff’s Office	2024 Carryforward Sheriff’s Fleet	One Time	47,847
Total					\$ 500,773

The Sheriff’s Office is requesting a one-time amendment of \$303,572 for replacement of Sheriff’s vehicles that were not approved in the 2025 budget process.

During the 2025 budget process the Sheriff’s Office requested \$1,203,572 to fund the replacement of 15 vehicles. They were awarded \$900,000, creating a shortfall of \$303,572. Without these additional funds, the Sheriff’s Office feels that they will fall behind on their replacement schedule.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	CAP3	Sheriff’s Office	Fleet Replacement	One Time	303,572
Total					\$ 303,572

The Sheriff’s Office requests a recurring budget amendment for \$2,319,823 to hire an additional 25 FTEs as partial staffing for the new booking/housing wing of the Boulder County Jail. The request is

to hire ten Deputy I, two Deputy II, eight detention specialists, and five nurses. Hiring and training these new employees in the next few months will get the Sheriff’s Office significantly closer to full activation of the new space. As jail maintenance projects are completed and the required staff are hired and trained, the new housing space can be fully activated to reduce overcrowding and eventually return to in-person visitation.

2025 QTR 1 Budget Amendment Requests

Fund	Appropriation	Department	Proposal Name	Frequency	Amount Requested
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Recurring	95,510
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Recurring	95,510
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Recurring	95,510
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Recurring	95,510
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Recurring	95,510
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Recurring	95,510
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Recurring	95,510
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Recurring	95,510
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Recurring	95,510
101	SH11	Sheriff's Office	1.0 FTE Deputy I New Jail Booking Wing	Recurring	95,510
101	SH11	Sheriff's Office	1.0 FTE Deputy II New Jail Booking Wing	Recurring	132,022
101	SH11	Sheriff's Office	1.0 FTE Deputy II New Jail Booking Wing	Recurring	132,022
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wng	Recurring	75,083
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wng	Recurring	75,083
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wng	Recurring	75,083
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wng	Recurring	75,083
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wng	Recurring	75,083
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wng	Recurring	75,083
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wng	Recurring	75,083
101	SH11	Sheriff's Office	1.0 FTE Detention Specialist New Jail Booking Wng	Recurring	75,083
101	SH11	Sheriff's Office	1.0 FTE Corrections Nurse New Jail Booking Wing	Recurring	100,003
101	SH11	Sheriff's Office	1.0 FTE Corrections Nurse New Jail Booking Wing	Recurring	100,003
101	SH11	Sheriff's Office	1.0 FTE Corrections Nurse New Jail Booking Wing	Recurring	100,003
101	SH11	Sheriff's Office	1.0 FTE Corrections Nurse New Jail Booking Wing	Recurring	100,003
101	SH11	Sheriff's Office	1.0 FTE Corrections Nurse New Jail Booking Wing	Recurring	100,003
Total					\$ 2,319,823